

**RELATED DDJ**

**FILED**

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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY: rsm

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA**

**2:24-CV-01719-JLS-JDE**

Case No.:

**COMPLAINT FOR DAMAGES**

CECIL ELMORE,

Plaintiff(s)

vs.

RUBEN ISLAS JR; RUBEN ISLAS; MARTHA ISLAS-

ENRIQUEZ; JULES LUCIUS ARTHUR; PAUL RUNKLE;

BETHANY SPOONER; MICHAEL VASQUEZ; MARK

WIESE; JOEL JIMENEZ; ARACELLI CASTILLO; WENDY

CONTRERAS; LUTHER GADSON; RACHEL GILGAR;

SHERRY DICKO; JE T'AIME BRADSHAW; DANIELLE

WILLIAMS; GONZALO RIVERA; LOGAN CAPITAL

ADVISORS, LLC; THE ROSSLYN LOFTS HOUSING

PARTNERS, LP; LOGAN PROPERTY MANAGEMENT,

INC.; THE AMERLAND GROUP, LLC; ISLAS

DEVELOPMENT, LLC; SUFFOLK DEVELOPMENT, LLC;

PACIFIC HOUSING, INC.; ROSSLYN PARTNERS, LLC;

LANA YEE; DAISY HEBREO; GLORIA BAILON; LIZBETH

PARRA; LEILANI OLIVAS; INSPIRATION PROPERTY

1. VIOLATION 42 U.S.CODE § 1983

2. VIOLATION FRAUD

3. VIOLATION CONFIDENTIALITY OF MEDICAL  
INFORMATION ACT (CMIA)

4. VIOLATION LIABILITY FOR BREACH OF  
FIDUCIARY DUTY (29 U.S. CODE § 1109)

5. VIOLATION HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 (HIPAA):  
TITLE II

6. VIOLATION CALIFORNIA BUSINESS AND  
PROFESSIONS CODE § 4301

7. VIOLATION CALIFORNIA CIVIL CODE § 56.36

8. VIOLATION FRAUD

9. VIOLATION CONFIDENTIALITY OF MEDICAL  
INFORMATION ACT (CMIA)

10. VIOLATION LIABILITY FOR BREACH OF  
FIDUCIARY DUTY (29 U.S. CODE § 1109)

11. VIOLATION HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 (HIPAA):  
TITLE II

12. VIOLATION INTENTIONAL  
MISREPRESENTATION

13. VIOLATION CALIFORNIA BUSINESS AND  
PROFESSIONS CODE § 4301

14. VIOLATION CAL. CIV. CODE § 1710 -  
NEGLIGENT MISREPRESENTATION

15. VIOLATION NEGLIGENT HIRING

16. VIOLATION CALIFORNIA CIVIL CODE § 56.36

17. VIOLATION FRAUD

18. VIOLATION CONFIDENTIALITY OF MEDICAL  
INFORMATION ACT (CMIA)

19. VIOLATION LIABILITY FOR FIDUCIARY DUTY  
(29 U.S. CODE § 1109)

20. VIOLATION HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 (HIPAA):  
TITLE II

21. VIOLATION INTENTIONAL  
MISREPRESENTATION



1 MANAGEMENT, INC.; BEACH FRONT PROPERTY )  
2 MANAGEMENT, INC.; MICHAEL CHILDRESS; ERICA )  
3 DELERY; CLAUDIA JAUREGUI; LANA DENNIS; RODRIGO )  
4 CASTELLANOS; KYLE DANA KAZAN; MARGARET )  
5 HOLDEN; KRIS HULGREN; MELINDA JOHNSON; )  
6 RICARDO LOPEZ; JORGE LOPEZ; SARA LOPEZ; VALERIE )  
7 SOSA; HAROLD SAMUEL BEARD; DOMONICK )  
8 LAWRENCE GUY; CYNTHIA PARRY; RUBY MONTOYA; )  
9 ROBIN PEREZ; CHASE PROTECTIVE SERVICES, INC.; )  
10 THOMAS PAUL WHITE; JOSE RAMIREZ; RBW SECURITY )  
11 SERVICES INC.; MASTER MUHAMMAD; HUGHFORD )  
12 MUHAMMAD; DEWEY SERVICES, INCORPORATED; )  
13 KNOWLES SECURITY, INC.; JOE ZUNIGA; KEVIN )  
14 ZUNIGA; JOSE SANDIN; KEANDRE STEPHENSON; )  
15 TYRONE JENKINS; ALICO SECURITY GROUP, INC.; )  
16 MANAL SABRY; DANIEL WHEELER; 365 NO DAYS OFF )  
17 LLC; MICHAEL HUDSON; STEPHON DOE; CALEB )  
18 GARDNER; LORRAINE POSTER; BRIAN HSIAO; MARIE )  
19 SFAIR; MICHELLE TSIEBOS; THEODORE VICTORIO; )  
20 RICHARD LAVIN; JANGBIR SINGH; GINA KOJAYAN; )  
21 GLADYS BOATENG; EDGAR ANTONYAN; DOE 16 AKA )  
22 "VALERIE"; ARIC DEFUSCO; ANN SEWILL; TRICIA )  
23 KEANE; ANNA ORTEGA; TONYUA NEWSOME; LOS )  
24 ANGELES POLICE DEPARTMENT; DOES 3 TO 15; CITY )  
25 OF LOS ANGELES; DOE GRADY (41438); DOE MADJD )  
26 (42075); PIETRO PIRA; SOPHIA LEE; DOE ALVAREZ; )  
27 DOE VACA; DOE GARCIA; DOE OROCCO; ABRAHAM )  
28 TAPIA; DOE 18; DOE 19; DOE 20; ABBAS EFTEKHARI; )

22. VIOLATION CALIFORNIA BUSINESS AND  
PROFESSIONS CODE § 4301  
23. VIOLATION CAL. CIV. CODE § 1710 –  
NEGLIGENT MISREPRESENTATION  
24. VIOLATION NEGLIGENT HIRING  
25. VIOLATION CALIFORNIA CIVIL CODE § 56.36  
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29. VIOLATION HEALTH INSURANCE PORTABILITY  
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31. VIOLATION CALIFORNIA BUSINESS AND  
PROFESSIONS CODE § 4301  
32. VIOLATION CALIFORNIA CIVIL CODE § 1710 –  
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33. VIOLATION NEGLIGENT HIRING  
34. VIOLATION CALIFORNIA CIVIL CODE § 56.36  
35. VIOLATION FRAUD  
36. VIOLATION CONFIDENTIALITY OF MEDICAL  
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MISREPRESENTATION  
49. VIOLATION CALIFORNIA BUSINESS AND  
PROFESSIONS CODE § 4301  
50. VIOLATION CALIFORNIA CIVIL CODE § 1710 –  
NEGLIGENT MISREPRESENTATION  
51. VIOLATION NEGLIGENT HIRING  
52. VIOLATION CALIFORNIA CIVIL CODE § 56.36  
53. VIOLATION INTENTIONAL  
MISREPRESENTATION



1 EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; )  
2 ANTHONY TORRES; DOE 1; DOE 2; NAVID KABIRI; )  
3 ARMINE NAZARIAN; ARMINE NAZARIAN, D.M.D; TED )  
4 DEAN CONLEY; BURDICK M. RAY; RAY, ALOIA & )  
5 CONLEY, LLC; QUINN NGUYEN; STARBUCKS )  
6 CORPORATION; WALMART INC.; THE COCA-COLA )  
7 COMPANY; BANK OF AMERICA, N.A.; BURGER KING )  
8 COR.; GWIS, LLC; ADAM DOENCH; JUSTIN OSTENSEN; )  
9 DEREK OSTENSEN; DEREK OSTENSEN AND ASSOCIATES )  
10 LLC; KAREN ARMSTRONG; CHRISTI STEWART; )  
11 UNIVERSAL SERVICES OF AMERICA, LP; JOAN CHOI; )  
12 RICHARD SALAZAR; JAVIER FLETES; HORTENCIA )  
13 GARCIA; KIMBERLY JOHNSON; I. YAN; DOE 17; DOES )  
14 20-25; )

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16 Defendant(s) )  
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54. VIOLATION LIABILITY FOR BREACH OF  
FIDUCIARY DUTY (29 U.S. CODE § 1109)  
55. VIOLATION FRAUDULENT INDUCEMENT –  
CONCEALMENT  
56. VIOLATION FRAUD  
57. VIOLATION INTENTIONAL  
MISREPRESENTATION  
58. VIOLATION FRAUDULENT INDUCEMENT –  
CONCEALMENT  
59. VIOLATION GENERAL NEGLIGENCE  
60. VIOLATION LIABILITY FOR BREACH OF  
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61. VIOLATION GENERAL NEGLIGENCE  
62. VIOLATION INTENTIONAL TORT  
63. VIOLATION INTENTIONAL INFLICTION OF  
EMOTIONAL DISTRESS (IIED)  
64. VIOLATION AMERICANS WITH DISABILITIES  
ACT (ADA)  
65. VIOLATION THE REHABILITATION ACT –  
SECTION 504  
66. VIOLATION INTENTIONAL INFLICTION OF  
EMOTIONAL DISTRESS (IIED)  
67. VIOLATION GENERAL NEGLIGENCE  
68. VIOLATION INTENTIONAL TORT  
69. VIOLATION FRAUD  
70. VIOLATION LIABILITY FOR BREACH OF  
FIDUCIARY DUTY (29 U.S. CODE § 1109)  
71. VIOLATION INTENTIONAL  
MISREPRESENTATION  
72. VIOLATION CALIFORNIA BUSINESS AND  
PROFESSIONS CODE § 4301  
73. VIOLATION 42 U.S. CODE § 1985 –  
CONSPIRACY TO INTERFERE WITH CIVIL  
RIGHTS  
74. VIOLATION GENERAL NEGLIGENCE  
75. VIOLATION INTENTIONAL TORT  
76. VIOLATION CIVIL RIGHTS ACT OF 1964: TITLE  
VI  
77. VIOLATION CIVIL RIGHTS ACT OF 1964: TITLE  
II  
78. VIOLATION LIABILITY FOR BREACH OF  
FIDUCIARY DUTY (29 U.S. CODE § 1109)  
79. VIOLATION CALIFORNIA CIVIL CODE § 51.5 –  
DISCRIMINATION IN BUSINESS DEALINGS  
80. VIOLATION CIVIL RIGHTS ACT OF 1964: TITLE  
VI  
81. VIOLATION CIVIL RIGHTS ACT OF 1866  
82. VIOLATION BREACH OF CONTRACT  
83. VIOLATION LIABILITY FOR BREACH OF  
FIDUCIARY DUTY (29 U.S. CODE § 1109)  
84. VIOLATION 42 U.S. CODE § 1981 – EQUAL  
RIGHTS UNDER THE LAW  
85. VIOLATION HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996: TITLE VI  
86. VIOLATION LIABILITY FOR BREACH OF  
FIDUCIARY DUTY (29 U.S. CODE § 1109)  
87. VIOLATION FRAUD

- 1 ) 88. VIOLATION INTENTIONAL INFLICTION OF
- 2 ) EMOTIONAL DISTRESS (IIED)
- 3 ) 89. VIOLATION CALIFORNIA CIVIL CODE § 52.1 –
- 4 ) TOM BANE CIVIL RIGHTS ACT
- 5 ) 90. VIOLATION GENERAL NEGLIGENCE
- 6 ) 91. VIOLATION CALIFORNIA BUSINESS AND
- 7 ) PROFESSIONS CODE § 6128(a)
- 8 ) 92. VIOLATION CONSTITUTION OF UNITED
- 9 ) STATES – FOURTEENTH AMENDMENT RIGHT
- 10 ) 93. VIOLATION 42 U.S. CODE § 1985 –
- 11 ) CONSPIRACY TO INTERFERE WITH CIVIL
- 12 ) RIGHTS
- 13 ) 94. 42 U.S. CODE § 1983 – CLAIM FOR
- 14 ) DEPRIVATION OF LIBERTY WITHOUT DUE
- 15 ) PROCESS OF LAW AND VIOLATION TO A FAIR
- 16 ) TRIAL UNDER THE FOURTEENTH
- 17 ) AMENDEMENT
- 18 ) 95. VIOLATION 42 U.S. CODE § 1983 – CIVIL
- 19 ) RIGHTS CONSPIRACY
- 20 ) 96. VIOLATION 42 U.S. CODE § 1983 –
- 21 ) FOURTEENTH AMENDMENT RIGHTS
- 22 ) 97. VIOLATION HEALTH INSURANCE PORTABILITY
- 23 ) AND ACCOUNTABILITY ACT OF 1996: TITLE II
- 24 ) 98. VIOLATION LIABILITY FOR BREACH OF
- 25 ) FIDUCIARY DUTY (29 U.S. CODE § 1109)
- 26 ) 99. VIOLATION 42 U.S. CODE § 1985 –
- 27 ) CONSPIRACY TO INTERFERE WITH CIVIL
- 28 ) RIGHTS
100. VIOLATION 28 U.S. CODE § 955
- (PRACTICE OF LAW RESTRICTION)
101. VIOLAION LIABILITY FOR BREACH OF
- FIDUCIARY DUTY (29 U.S. CODE § 1109)
102. VIOLATION 42 U.S. CODE § 1985 –
- CONSPIRACY TO INTERFERE WITH CIVIL
- RIGHTS
103. VIOLATION CALIFORNIA BUSINESS
- AND PROFESSIONS CODE § 6128(a)
104. VIOLATION BREACH OF CONTRACT
105. VIOLATION IMPLIED COVENANT OF
- GOOD FAITH AND FAIR DEALING
106. VIOLATION LANDLORD WARRANTY
- HABITABILITY
107. VIOLATION 42 U.S. CODE § 1981 –
- EQUAL RIGHT UNDER THE LAW
108. VIOLATION BREACH OF CONTRACT
109. VIOLATION 42 U.S. CODE § 1981 –
- EQUAL RIGHTS UNDER THE LAW
110. VIOLATION BREACH OF CONTRACT
111. VIOLATION BREACH OF IMPLIED
- COVENANT OF GOOD FAITH AND FAIR
- DEALING
112. VIOLATION 42 U.S. CODE § 1981 –
- EQUAL RIGHTS UNDER THE LAW
113. VIOATION BREACH OF CONTRACT
114. VIOLATION 42 U.S. CODE § 1981 –
- EQUAL RIGHTS UNDER THE LAW



- 1 ) 115. VIOLATION LIABILITY FOR BREACH OF
- 2 ) FIDUCIARY DUTY (29 U.S. Code § 1109)
- 3 ) 116. VIOLATION FRAUD
- 4 ) 117. VIOLATION BREACH OF CONTRACT
- 5 ) 118. VIOLATION 42 U.S. CODE § 1981 –
- 6 ) EQUAL RIGHTS UNDER THE LAW
- 7 ) 119. VIOLATION BREACH OF IMPLIED
- 8 ) COVENANT OF GOOD FAITH AND FAIR
- 9 ) DEALING
- 10 ) 120. VIOLATION BREACH OF CONTRACT
- 11 ) 121. VIOLATION 42 U.S. CODE § 1981 –
- 12 ) EQUAL RIGHTS UNDER THE LAW
- 13 ) 122. VIOLATION BREACH OF IMPLIED
- 14 ) COVENANT OF GOOD FAITH AND FAIR
- 15 ) DEALING
- 16 ) 123. VIOLATION LIABILITY FOR BREACH OF
- 17 ) FIDUCIARY DUTY (29 U.S. CODE § 1109)
- 18 ) 124. VIOLATION BREACH OF CONTRACT
- 19 ) 125. VIOLATION CIVIL RIGHTS ACT OF
- 20 ) 1964: TITLE VI
- 21 ) 126. VIOLATION LIABILITY FOR BREACH OF
- 22 ) FIDUCIARY DUTY (29 U.S. CODE § 1109)
- 23 ) 127. VIOLATION 42 U.S. CODE § 1981 –
- 24 ) EQUAL RIGHTS UNDER THE LAW
- 25 ) 128. VIOLATION BREACH OF CONTRACT
- 26 ) 129. VIOLATION CIVIL RIGHTS ACT OF
- 27 ) 1964: TITLE VI
- 28 ) 130. VIOLATION 42 U.S. CODE § 1981 –
- 1 ) EQUAL RIGHTS UNDER THE LAW
- 2 ) 131. VIOLATION LIABILITY FOR BREACH OF
- 3 ) FIDUCIARY DUTY (29 U.S. CODE § 1109)
- 4 ) 132. VIOLATION BREACH OF CONTRACT
- 5 ) 133. VIOLATION BREACH OF IMPLIED
- 6 ) COVENANT OF GOOD FAITH AND FAIR
- 7 ) DEALING
- 8 ) 134. VIOLATION 42 U.S. CODE § 1981 –
- 9 ) EQUAL RIGHTS UNDER THE LAW
- 10 ) 135. VIOLATION FRAUD
- 11 ) 136. VIOLATION BREACH OF CONTRACT
- 12 ) 137. VIOLATION BREACH OF IMPLIED
- 13 ) COVENANT OF GOOD FAITH AND FAIR
- 14 ) DEALING
- 15 ) 138. VIOLATION LIABILITY FOR BREACH OF
- 16 ) FIDUCIARY DUTY (29 U.S. CODE § 1109)
- 17 ) 139. VIOLATION 42 U.S. CODE § 1981 –
- 18 ) EQUAL RIGHTS UNDER THE LAW
- 19 ) 140. VIOLATION LIABILITY FOR BREACH OF
- 20 ) FIDUCIARY DUTY (29 U.S. CODE § 1109)
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- 26 ) DEALING
- 27 ) 144. VIOLATION BREACH OF CONTRACT
- 28 ) 145. VIOLATION CIVIL RIGHTS ACT OF
- 1 ) 1964: TITLE VI

146. VIOLAITION 42 U.S. CODE § 1981 –  
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153. VIOLATION CIVIL RIGHTS ACT OF  
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155. VIOLATION GENERAL NEGLIGENCE
156. VIOLATION 42 U.S. CODE § 1981 –  
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158. VIOLATION CALIFORNIA CIVIL CODE  
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159. VIOLATION CALIFORNIA CIVIL CODE  
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161. VIOLATION CIVIL RIGHTS ACT OF  
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164. VIOLATION TOM BANE CIVIL RIGHTS  
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166. VIOLATION BREACH OF IMPLIED  
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167. VIOLATION 42 U.S. CODE § 1981 –  
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168. VIOLATION CALIFORNIA CIVIL CODE §  
1946.8
169. VIOLATION CALIFORNIA CIVIL CODE  
§ 1940.2
170. VIOLATION PRIVATE NUSIANCE
171. VIOLATION BATTERYT
172. VIOLATION CIVIL RIGHTS ACT OF  
1964: TITLE VI
173. VIOLATION CIVIL RIGHTS ACT OF 1866
174. VIOLATION FAIR HOUSING ACT – 42  
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175. VIOLATION CIVIL RIGHTS ACT OF  
1964: TITLE VI
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177. VIOLATION NEGLIGENT HIRING
178. VIOLATION FRAUD
179. VIOLATION TOM BANE CIVIL RIGHTS  
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180. VIOLATION TOM BANE CIVIL RIGHTS  
ACT



181. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)
182. VIOLATION INTENTIONAL TORT
183. VIOLATION PRIVATE NUISANCE
184. VIOLATION CALIFORNIA CIVIL CODE § 1940.2
185. VIOLATION CIVIL CODE § 1946.8
186. VIOLATION CALIFORNIA CIVIL CODE § 527.6 – HARASSMENT
187. VIOLATION 42 U.S. CODE § 1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
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189. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)
190. VIOLATION INTENTIONAL TORT
191. VIOLATION BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
192. VIOLATION LANDLORD LIABILITY
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206. VIOLATION TOM BANE CIVIL RIGHTS ACT
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209. VIOLATION UNRUH CIVIL RIGHTS ACT
210. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)
211. VIOLATION 42 U.S. CODE § 1981 – EQUAL RIGHTS UNDER THE LAW
212. VIOLATION PRIVATE NUISANCE
213. VIOLATION CALIFORNIA CIVIL CODE §1940.2
214. VIOLATION CALIFORNIA CIVIL CODE §1946.8

- 215. VIOLATION 42 U.S. CODE § 1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
- 216. VIOLATION CALIFORNIA CIVIL CODE § 527.6 – HARASSMENT
- 217. VIOLATION DISCRIMINATION
- 218. VIOLATION TOM BANE CIVIL RIGHTS ACT
- 219. VIOLATION CIVIL RIGHTS ACT OF 1964: TITLE VI
- 220. VIOLATION CIVIL RIGHTS ACT OF 1866
- 221. VIOLATION FAIR HOUSING ACT – 42 U.S.C. 3601 et seq.
- 222. VIOLATION UNRUH CIVIL RIGHTS ACT
- 223. 42 U.S. CODE § 1981 – EQUAL RIGHTS UNDER THE LAW
- 224. VIOLATION CALIFORNIA CIVIL CODE § 1946.8
- 225. VIOLATION CALIFORNIA CIVIL CODE § 1940.2
- 226. VIOLATION PRIVATE NUISANCE
- 227. VIOLATION 42 U.S. CODE § 1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
- 228. VIOLATION LIABILITY FOR BREACH OF FIDUCIARY DUTY (29 U.S. CODE § 1109)
- 229. VIOLATION INTENTIONAL TORT
- 230. VIOLATION FRAUD
- 231. VIOLATION 42 U.S. CODE § 1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
- 232. VIOLATION INTENTIONAL INFLICTION OF EMOITONAL DISTRESS (IIED)
- 233. VIOLATION PRIVATE NUISANCE
- 234. VIOLATION BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- 235. VIOLATION CALIFORNIA CIVIL CODE § 1942.5
- 236. VIOLATION CALIFORNIA CIVIL CODE § 1940.2
- 237. VIOLATION CALIFORNIA CIVIL CODE § 1946.8
- 238. VIOLATION BREACH OF CONTRACT
- 239. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)
- 240. VIOLATION LANDLORD LIABILITY
- 241. VIOLATION BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- 242. VIOLATION GENERAL NEGLIGENCE
- 243. VIOLATION 42 U.S. CODE § 1981 – EQUAL RIGHTS UNDER THE LAW
- 244. VIOLATION NEGLIGENT HIRING
- 245. VIOLATION INTENTIONAL TORT
- 246. VIOLATION CALIFORNIA CIVIL CODE § 527.6 – HARASSMENT



247. VIOLATION INTENTIONAL INFLECTION  
OF EMOTIONAL DISTRESS (IIED)
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249. VIOLATION TOM BANE CIVIL RIGHTS  
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250. VIOLATION BREACH OF CONTRACT
251. VIOLATION CALIFORNIA BUSINESS &  
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252. VIOLATION CALIFORNIA CIVIL CODE  
§ 1946.8
253. VIOLATION CALIFORNIA CIVIL CODE  
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254. VIOLATION CALIFORNIA CIVIL CODE  
§ 1942.5
255. VIOLATION PRIVATE NUISANCE
256. VIOLATION 42 U.S. CODE § 1985 –  
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258. VIOLATION 42 U.S. CODE § 1981 –  
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259. VIOLATION CALIFORNIA CIVIL CODE §  
1942.4
260. VIOLATION CAL. BUS. & PROF. CODE  
§ 17200 – UNFAIR BUSINESS PRACTICES
261. VIOLATION FRAUD
262. VIOLATION BREACH OF IMPLIED  
COVENANT OF GOOD FAITH AND FAIR  
DEALING
263. VIOLATION INTENTIONAL INFLECTION  
OF EMOTIONAL DISTRESS (IIED)
264. VIOLATION GENERAL NEGLIGENCE
265. VIOLATION LIABILITY FOR BREACH OF  
FIDUCIARY DUTY (29 U.S CODE § 1109)
266. VIOLATION CALIFORNIA CIVIL CODE  
§ 527.6 – HARASSMENT
267. VIOLATION TOM BANE CIVIL RIGHTS  
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269. VIOLATION CALIFORNIA CIVIL CODE  
§ 1941.1 – BREACH OF WARRANTY OF  
HABITABILITY
270. VIOLATION CAL. BUS & PROF CODE  
§ 17200 – UNFAIR BUSINESS PRACTICES
271. 42 U.S. CODE § 1985 – CONSPIRACY  
TO INTERFERE WITH CIVIL RIGHTS
272. VIOLATION PRIVATE NUISANCE
273. VIOLATION CALIFORNIA CIVIL CODE  
§ 1942.5
274. VIOLATION CALIFORNIA CIVIL CODE  
§ 1940.2
275. VIOLATION CALIFORNIA CIVIL CODE  
§ 1946.8

- 276. 42 U.S. CODE § 1981 – EQUAL RIGHTS UNDER THE LAW
- 277. VIOLATION INTENTIONAL TORT
- 278. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)
- 279. UNRUH CIVIL RIGHTS ACT – DISCRIMINATION
- 280. VIOLATION CIVIL RIGHTS ACT OF 1964: TITLE VI
- 281. VIOLATION CIVIL RIGHTS ACT OF 1866
- 282. VIOLATION 42 U.S. CODE § 1981 – EQUAL RIGHTS UNDER THE LAW
- 283. VIOLATION CALIFORNIA CIVIL CODE §1946.8
- 284. VIOLATION CALIFORNIA CIVIL CODE 1940.2
- 285. VIOLATION CALIFORNIA CIVIL CODE § 1942.5
- 286. VIOLATION PRIVATE NUISANCE
- 287. VIOLATION 42 U.S. CODE § 1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
- 288. VIOLATION CAL. BUS. & PROF. CODE §17200 – UNFAIR BUSINESS PRACTICES
- 289. VIOLATION CALIFORNIA CODE OF CIVIL PROCEDURE § 527.6 – HARASSMENT
- 290. VIOLATION BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- 291. VIOLATION BREACH OF CONTRACT
- 292. VIOLATION BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- 293. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESE (IIED)
- 294. VIOLATION NEGLIGENCE
- 295. VIOLATION GENERAL NEGLIGENCE
- 296. VIOLATION UNRUH CIVIL RIGHTS ACT – DISCRIMINATION
- 297. VIOLATION BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- 298. VIOLATION CALIFORNIA CIVIL CODE § 1946.8
- 299. VIOLATION 42 U.S. CODE § 1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
- 300. VIOLATION 42 U.S. CODE § 1981 – EQUAL RIGHTS UNDER THE LAW
- 301. VIOLATION CALIFORNIA CIVIL CODE § 1940.2
- 302. VIOLATION CALIFORNIA CIVIL CODE § 1942.5
- 303. VIOLATION PRIVATE NUISANCE
- 304. VIOLATION CAL. BUS. & PROF. Code § 17200 – UNFAIR BUSINESS PRACTICES



- 1 ) 305. VIOLATION CALIFORNIA BUSINESS &
- 2 ) PROFESSIONS CODE § 4301
- 3 ) 306. VIOLATION CALIFORNIA CODE OF
- 4 ) CIVIL PROCEDURE § 527.6 – HARASSMENT
- 5 ) 307. VIOLATION INTENTIONAL TORT
- 6 ) 308. VIOLATION CALIFORNIA CODE OF
- 7 ) CIVIL PROCEDURE § 527.6 – HARASSMENT
- 8 ) 309. VIOLATION INTENTIONAL INFLICTION
- 9 ) OF EMOTIONAL DISTRESS (IIED)
- 10 ) 310. VIOLATION TOM BANE CIVIL RIGHTS
- 11 ) ACT
- 12 ) 311. VIOLATION CALIFORNIA BUSINESS &
- 13 ) PROFESSIONS CODE § 4301
- 14 ) 312. VIOLATION CALIFORNIA CIVIL CODE
- 15 ) § 1941.1- BREACH OF WARRANTY OF
- 16 ) HABITABILITY
- 17 ) 313. VIOLATION PRIVATE NUISANCE
- 18 ) 314. VIOLATION CALIFORNIA CIVIL CODE
- 19 ) § 1942.5
- 20 ) 315. VIOLATION CALIFORNIA CIVIL CODE
- 21 ) § 1940.2
- 22 ) 316. VIOLATION CALIFORNIA CIVIL CODE
- 23 ) § 1946.8
- 24 ) 317. VIOLATION 42 U.S. CODE § 1985 –
- 25 ) CONSPIRACY TO INTERFERE WITH CIVIL
- 26 ) RIGHTS
- 27 ) 318. VIOLATION 42 U.S. CODE § 1981 –
- 28 ) EQUAL RIGHTS UNDER THE LAW
319. VIOLATION BREACH OF IMPLIED
- COVENANT OF GOOD FAITH AND FAIR
- DEALING
320. VIOLATION CALIFORNIA CODE OF
- CIVIL PROCEDURE § 527.6 – HARASSMENT
321. VIOLATION INTENTIONAL INFLICTION
- OF EMOTIONAL DISTRESS (IIED)
322. VIOLATION INTENTIONAL TORT
323. VIOLATION TOM BANE CIVIL RIGHTS
- ACT
324. VIOLATION LIABILITY FOR BREACH OF
- FIDUCIARY DUTY (29 U.S. CODE § 1109)
325. VIOLATION BREACH OF IMPLIED
- COVENANT OF GOOD FAITH AND FAIR
- DEALING
326. VIOLATION 42 U.S. CODE § 1981 –
- EQUAL RIGHTS UNDER THE LAW
327. VIOLATION 42 U.S. CODE § 1985 –
- CONSPIRACY TO INTERFERE WITH CIVIL
- RIGHTS
328. VIOLATION CALIFORNIA CIVIL CODE
- § 1946.8
329. VIOLATION CALIFORNIA CIVIL CODE
- § 1940.2
330. VIOLATION CALIFORNIA CIVIL CODE
- § 1942.5
331. VIOLATION PRIVATE NUISANCE

332. VIOLATION CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200 – UNFAIR BUSINESS PRACTICES
333. VIOLATION CALIFORNIA BUSINESS AND PROFESSIONS CODE § 4301
334. VIOLATION BREACH OF CONTRACT
335. VIOLATION BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
336. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)
337. VIOLATION GENERAL NEGLIGENCE
338. VIOLATION LIABILITY FOR BREACH OF FIDUCIARY DUTY (29 U.S. CODE § 1109)
339. VIOLATION CALIFORNIA CIVIL CODE § 527.6 – HARASSMENT
340. VIOLATION TOM BANE CIVIL RIGHTS ACT
341. VIOLATION INTENTIONAL MISREPRESENTATION
342. VIOLATION CAL. BUS. & PROF. CODE § 17200 – UNFAIR BUSINESS PRACTICES
343. VIOLATION PRIVATE NUISANCE
344. VIOLATION CALIFORNIA CIVIL CODE § 1942.5
345. VIOLATION CALIFORNIA CIVIL CODE § 1940.2
346. VIOLATION CALIFORNIA CIVIL CODE § 1946.8
347. VIOLATION 42 U.S. CODE § 1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
348. VIOLATION 42 U.S. CODE § 1981 – EQUAL RIGHTS UNDER THE LAW
349. VIOLATION CALIFORNIA BUSINESS & PROFESSIONS CODE § 4301
350. VIOLATION LIABILITY FOR BREACH OF FIDUCIARY DUTY (29 U.S. CODE § 1109)
351. VIOLATION GENERAL NEGLIGENCE
352. VIOLATION CALIFORNIA CIVIL CODE § 1942.5
353. VIOLATION CALIFORNIA CIVIL CODE § 1940.2
354. VIOLATION CALIFORNIA CIVIL CODE § 51.9 – SEXUAL HARASSMENT IN PROFESSIONAL RELATIONSHIP
355. VIOLATION BREACH OF CONTRACT
356. VIOLATION CALIFORNIA CIVIL CODE § 1946.8
357. VIOLATION 42 U.S. CODE § 1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
358. VIOLATION CALIFORNIA CIVIL CODE § 527.6 – HARASSMENT
359. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)



- 360. VIOLATION CALIFORNIA CIVIL CODE  
§335.1 – BATTERY
- 361. VIOLATION CIVIL RIGHTS ACT OF  
1964: TITLE VI – 42 U.S. CODE § 2000d
- 362. VIOLATION BREACH OF CONTRACT
- 363. VIOLATION BREACH OF IMPLIED  
COVENANT OF GOOD FAITH AND FAIR  
DEALING
- 364. VIOLATION INTENTIONAL INFICTION  
OF EMOTIONAL DISTRES (IIED)
- 365. VIOLATION GENERAL NEGLIGENCE
- 366. VIOLATION CALIFORNIA CIVIL CODE  
§527.6 – HARASSMENT
- 367. VIOLATION UNRUH CIVIL RIGHTS ACT  
- DISCRIMINATION
- 368. VIOLATION CALIFORNIA BUSINESS &  
PROFESSIONS CODE § 17200 – UNFAIR  
BUSINESS PRACTICES
- 369. VIOLATION BREACH OF IMPLIED  
COVENANT OF GOOD FAITH AND FAIR  
DEALING
- 370. VIOLATION PRIVATE NUISANCE
- 371. VIOLATION CALIFORNIA CIVIL CODE  
§1942.5
- 372. VIOLATION CALIFONRIA CIVIL CODE  
§1940.2
- 373. VIOLATION CALIFONRIA CIVIL CODE  
§1946.8
- 374. VIOLATION 42 U.S. CODE § 1985 –  
CONSPRACY TO INTERFERE WITH CIVIL  
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- 375. VIOLATION 42 U.S. CODE § 1981 –  
EQUAL RIGHTS UNDER THE LAW
- 376. VIOLATION TOM BANE CIVIL RIGTHS  
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- 377. VIOLATION INTENTIONAL TORT
- 378. VIOLATION CALIFORNIA CIVIL CODE  
§527.6 – HARASSMENT
- 379. VIOLATION INTENTIONAL INFLICTION  
OF EMOTIONAL DISTRESS (IIED)
- 380. VIOLATION 42 U.S. CODE § 1985 –  
CONSPIRACY TO INTERFERE WITH CIVIL  
RIGHTS
- 381. VIOLATION 42 U.S. CODE § 1981 –  
EQUAL RIGHTS UNDER THE LAW
- 382. VIOLATION CALIFORNIA CIVIL CODE  
§1946.8
- 383. VIOLATION CALIFORNIA CIVIL CODE  
§1940.2
- 384. VIOLATION CALIFORNIA CIVIL CODE  
§1942.5
- 385. VIOLATION PRIVATE NUISANCE
- 386. VIOLATION BREACH OF IMPLIED  
COVENANT OF GOOD FAITH AND FAIR  
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- ) 387. VIOLATION CALIFORNIA BUSINESS AND PROFESSIONS CODE §17200 – UNFAIR BUSINESS PRACTICES
- ) 388. VIOLATION INTENTIONAL TORT
- ) 389. VIOLATION INTENTIONAL TORT
- ) 390. VIOLATION CIVIL RIGHTS ACT OF 1964: TITLE VI
- ) 391. VIOLATION CALIFORNIA CIVIL CODE §1940.2
- ) 392. VIOLATION CALIFORNIA CIVIL CODE §1940.2
- ) 393. VIOLATION BREACH OF CONTRACT
- ) 394. VIOLATION CALIFORNIA CIVIL CODE §1946.8
- ) 395. VIOLATION 42 U.S. CODE §1981 – EQUAL RIGHTS UNDER THE LAW
- ) 396. VIOLATION CALIFORNIA BUSINESS & PROFESSIONS CODE §17200 – UNFAIR BUSINESS PRACTICES
- ) 397. VIOLATION BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- ) 398. VIOLATION CALIFORNIA CIVIL CODE §527.6 – HARASSMENT
- ) 399. VIOLATION 42 U.S. CODE §1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
- ) 400. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)
- ) 401. VIOLATION CIVIL RIGHT AT OF 1964: TITLE VI – 42 U.S. CODE §2000d
- ) 402. VIOLATION GENERAL NEGLIGENCE
- ) 403. VIOLATION FRAUD
- ) 404. VIOLATION UNRUH CIVIL RIGHTS ACT – DISCRIMINATION
- ) 405. VIOLATION INTENTIONAL TORT
- ) 406. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)
- ) 407. VIOLATION LIABILITY FOR BREACH OF FIDUCIARY DUTY (29 U.S. CODE § 1109)
- ) 408. VIOLATION 42 U.S. CODE §1985 – EQUAL RIGHTS UNDER THE LAW
- ) 409. VIOLATION 42 U.S. CODE §1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS ACT
- ) 410. VIOLATION CALIFORNIA CIVIL CODE §1946.8
- ) 411. VIOLATION CALIFORNIA CIVIL CODE §1940.2
- ) 412. VIOLATION CALIFORNIA CIVIL CODE §1942.5
- ) 413. VIOLATION BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- ) 414. VIOLATION CALIFORNIA BUSINESS & PROFESSIONS CODE §17200 – UNFAIR BUSINESS PRACTICES



415. VIOLATION 42 U.S. CODE §1983 – CIVIL RIGHTS CONSPIRACY
416. VIOLATION 42 U.S. CODE §1983 – FOURTEENTH AMENDMENT RIGHTS
417. VIOLATION 42 U.S. CODE §1983 – SUPERVISORY LIABILITY
418. VIOLATION 42 U.S. CODE §1983 – FOURTH AMENDMENT RIGHTS – UNLAWFUL/UNREASONABLE SEARCH & SEIZURE OF PERSONS/PROPERTY
419. VIOLATION 42 U.S. CODE §1983 – FOURTH AMENDMENT RIGHTS – EXCESSIVE/ UNREASONABLE USE OF FORCE ON PERSON
420. VIOLATION 42 U.S. CODE §1983 – FOURTEENTH AMENDMENT RIGHTS – FAILURE TO INTERVENE
421. VIOLATION CALIFORNIA CIVIL CODE §52.1 – BANE ACT
422. VIOLATION ASSULT & BATTERY
423. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)
424. VIOLATION NEGLIGENT/NEGLIGENT INFLUENCE OF EMOTIONAL DISTRESS (NIED)
425. VIOLATION DEPRIVATION OF CIVIL RIGHTS – ENTITY AND SUPERVISORY LIABILITY
426. VIOLATION 42 U.S. CODE § 1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
427. VIOLATION CALIFORNIA BUSINESS & PROFESSIONS CODE §17200 – UNFAIR BUSINESS PRACTICES
428. VIOLATION BREACH OF CONTRACT
429. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)
430. VIOLATION LIABILITY FOR BREACH OF FIDUCIARY DUTY (29 U.S. CODE §1109)
431. VIOLATION CALIFORNIA CIVIL CODE §52.1 – TOM BANE CIVIL RIGHTS ACT
432. VIOLATION 42 U.S. CODE §1981 – EQUAL RIGHTS UNDER THE LAW
433. VIOLATION BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
434. VIOLATION CALIFORNIA CIVIL CODE §1942.5
435. VIOLATION CALIFORNIA BUSINESS & PROFESSIONS CODE §4301
436. VIOLATION PRIVATE NUISANCE
437. VIOLATION CALIFORNIA CIVIL CODE §527.6 – HARASSMENT
438. VIOLATION CALIFORNIA CIVIL CODE §1946.8
439. VIOLATION CALIFORNIA CIVIL CODE §1940.2
440. VIOLATION CALIFORNIA CIVIL CODE §1942.5

- 441. VIOLATION CALIFORNIA BUSINESS & PROFESSIONS CODE §17200 – UNFAIR BUSINESS PRACTICES
- 442. VIOLATION UNRUH CIVIL RIGHTS ACT – CALIFORNIA CIVIL CODE §51
- 443. VIOLATION CIVIL RIGHTS ACT TITLE II: PUBLIC ACCOMODATIONS 42 U.S. CODE §2000
- 444. VIOLATION CALIFORNIA CIVIL CODE §335.1 – BATTERY
- 445. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)
- 446. VIOLATION CIVIL CODE §45 – DEFAMATION & SLANDER
- 447. VIOLATION UNRUH CIVIL RIGHTS ACT – DISCRIMINATION
- 448. VIOLATION CALIFORNIA CODE OF CIVIL §527.6 – HARASSMENT, CREDIBLE THREAT OF VIOLENCE
- 449. VIOLATION 42 U.S. CODE §1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
- 450. VIOLATION UNRUH CIVIL RIGHTS ACT – CALIFORNIA CIVIL CODE §51
- 451. VIOLATION CIVIL RIGHTS ACT TITLE II: PUBLIC ACCOMODATIONS 42 U.S. CODE §2000
- 452. VIOLATION CALIFORNIA CIVIL CODE §51.5 – DISCRIMINATION IN BUSINESS DEALINGS
- 453. VIOLATION GENERAL NEGLIGENCE
- 454. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)
- 455. VIOLATION INTENTIONAL TORT
- 456. VIOLATION CIVIL RIGHTS ACT OF 1964: TITLE VI 42 U.S. CODE §2000d
- 457. VIOLATION INTENTIONAL TORT
- 458. VIOLATION NEGLIGENCE
- 459. VIOLATION LANDLORD LIABILITY
- 460. VIOLATION PRIVATE NUISANCE
- 461. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
- 462. VIOLATION 42 U.S. CODE §1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
- 463. VIOLATION 28 U.S. CODE §955 (PRACTICE OF LAW RESTRICTION)
- 464. VIOLATION CALIFORNIA BUSINESS & PROFESSIONS CODE §6128(a)
- 465. VIOLATION LIABILITY FOR BREACH OF FIDUCIARY DUTY (29 U.S. CODE §1109)
- 466. VIOLATION 42 U.S. CODE §1983 – CIVIL RIGHTS CONSPIRACY
- 467. VIOLATION 42 U.S. CODE §1983 – FOURTEENTH AMENDMENT RIGHT



- 468. VIOLATION 42 U.S. CODE §1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
- 469. VIOLATION 42 U.S. CODE §1983 – CIVIL ACTION FOR DEPRIVATION OF RIGHTS
- 470. VIOLATION INTENTIONAL TORT
- 471. VIOLATION LIABILITY FOR BREACH OF FIDUCIARY DUTY (29 U.S. CODE §1109)
- 472. VIOLATION TOM BANE CIVIL RIGHTS ACT
- 473. VIOLATION LANDLORD LIABILITY
- 474. VIOLATION BATTERY
- 475. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)
- 476. VIOLATION UNRUH CIVIL RIGHTS ACT
- 477. VIOLATION FIRST AMENDMENT RIGHT – FREEDOM OF SPEECH
- 478. VIOLATION 42 U.S. CODE §1981 – EQUAL RIGHTS UNDER THE LAW
- 479. VIOLATION CALIFORNIA CIVIL CODE §1942.5 – RETALIATION BY LESSOR AGAINST LESSEE FOR EXERCISING RIGHTS
- 480. VIOLATION FRADULENT INDUCEMENT – CONCEALMENT
- 481. VIOLATION LANDLORD WARRANTY HABITABILITY
- 482. VIOLATION BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- 483. VIOLATION NEGLIGENT HIRING
- 484. VIOLATION NEGLIGENT MISREPRESENTATION
- 485. VIOLATION INTENTIONAL MISREPRESENTATION
- 486. VIOLATION 42 U.S. CODE § 1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
- 487. VIOLATION CIVIL CODE §1941 – BREACH OF WARRANTY OF HABITABILITY
- 488. VIOLATION CAL. BUS. & PROF. CODE §17200 – UNFAIR BUSINESS PRACTICES
- 489. VIOLATION CALIFORNIA CIVIL CODE §46 – DEFAMATION – SLANDER
- 490. VIOLATION CAL. CIV. CODE §1708.7 – STALKING
- 491. VIOLATION BREACH OF CONTRACT
- 492. VIOLATION LIABILITY FOR BREACH OF FIDUCIARY DUTY (29 U.S. CODE §1109)
- 493. VIOLATION 42 U.S. CODE §1983 – SUPERVISORY LIABILITY
- 494. VIOLATION 42 U.S. CODE § 1983 – FOURTEENTH AMENDMENT RIGHT
- 495. VIOLATION 42 U.S. CODE §1983 – CIVIL ACTION FOR DEPRIVATION OF RIGHTS
- 496. VIOLATION BREACH OF CONTRACT
- 497. VIOLATION FRAUD

- 498. VIOLATION CAL. CIV. CODE §1708.7 – STALKING
- 499. VIOLATION BREACH OF WARRANTY OF HABITABILITY
- 500. VIOLATION 42 U.S. CODE §1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
- 501. VIOLATION 42 U.S. CODE §1981 – EQUAL RIGHTS UNDER THE LAW
- 502. VIOLATION INTENTIONAL MISREPRESENTATION
- 503. VIOLATION NEGLIGENT HIRING
- 504. VIOLATION CALIFORNIA CIVIL CODE §1710 – NEGLIGENT MISREPRESENTATION
- 505. VIOLATION BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- 506. VIOLATION LANDLORD WARRANTY HABITABILITY
- 507. VIOLATION LANDLORD LIABILITY
- 508.
- 509. VIOLATION CAL. CIV. CODE §1942.5
- 510. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)
- 511. VIOLATION CAL. CIV. CODE §51 – UNRUH CIVIL RIGHTS ACT
- 512. VIOLATION CALIFORNIA BUSINESS & PROFESSIONS CODE §4301
- 513. VIOLATION THE REHABILITATION ACT – SECTION 504
- 514. VIOLATION GENERAL NEGLIGENCE
- 515. VIOLATION CALIFORNIA CIVIL CODE §1940.2
- 516. VIOLATION CALIFORNIA CIVIL CODE §1946.8
- 517. VIOLATION CIVIL RIGHTS ACT OF 1964: TITLE VI 42 U.S. CODE §2000d
- 518. VIOLATION PUBLIC NUISANCE
- 519. VIOLATION CALIFORNIA CIVIL CODE §527.6 – HARASSMENT
- 520. VIOLATION CALIFORNIA CIVIL CODE §1942.4
- 521. VIOLATION FRAUD
- 522. VIOLATION LIABILITY FOR BREACH OF FIDUCIARY DUTY (29 U.S. CODE §1109)
- 523. VIOLATION INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)
- 524. VIOLATION 42 U.S. CODE §1985 – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
- 525. VIOLATION GENERAL NEGLIGENCE
- 526. VIOLATION CAL. CIV. CODE §1942.5
- 527. VIOLATION CALIFORNIA CIVIL CODE §1940.2
- 528. VIOLATION CALIFORNIA CIVIL CODE §1946.8



529. VIOLATION CIVIL RIGHTS ACT OF 1964: TITLE VI – 42 U.S. CODE §2000d
530. VIOLATION CAL. CIV. CODE §3426.3 – UNJUST ENRICHMENT
531. VIOLATION CAL. GOV'T CODE §§7262 and 7264 and 25 C.C.R. §6090 et seq. and 6104
532. VIOLATION CAL. GOV'T CODE §7260 AND 25 C.C.R. §§ 6000 et seq.
533. VIOLATION 42 U.S. CODE §5304, 24 C.F.R. §§42 et seq.; 42 U.S. CODE §§12701 et seq; 24 C.F.R. PART 92
534. VIOLATION CAL. GOV'T CODE §§7260 et seq.; AND 25 C.F.R. §§6000 et seq.
535. VIOLATION CAL. GOV'T CODE §7262 AND 7264 AND 25 C.C.R. §§6000 et seq., and 6104
536. VIOLATION CAL. GOV'T CODE §7260, et seq; and 25 C.C.R. §§6010, et seq.
537. VIOLATION CAL. HEALTH & SAFETY CODE §§33413, 33413.5 AND 33411.3
538. VIOLATION 42 U.S. CODE §3604 – THE FAIR HOUSING ACT
539. VIOLATION CAL. GOV'T CODE §§12900, et seq.
540. VIOLATION CAL. GOV'T CODE §7260, et seq.; and 25 C.C.R. §§6010, et seq.

JURY TRIAL DEMANDED: YES

## I. JURISDICTION

1. This Court has jurisdiction under 28 U.S.C. § 1331 and 28 U.S.C. § 1343. Federal question jurisdiction Arises pursuant to 42 U.S.C. § 1983.
2. Plaintiff Cecil Elmore claims for violations of Title VI of the Civil Rights Act of 1964 ("Title VI"), and 42 U.S.C. §§ 1983 and 1985(3), among other claims for relief, arise under the Constitution and laws of the United States such that the jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 1331 and 1343.
3. Plaintiff Cecil Elmore claims for violation of California State Law concern the same action and omissions that form the basis of Plaintiff federal question claims such that they all are part of the same case or controversy.
4. This Court, therefore, has supplemental jurisdiction over those California State Law claims pursuant to 28 U.S.C. § 1367.

## II. VENUE

5. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1 and 2). Defendants Ruben Islas Jr; Ruben Islas; Martha Enriquez; Jules Lucius Arthur; Paul Runkle; Bethany Spooner; Michael Vasquez; Mark Wiese; Joel Jimenez; Aracelli Castillo; Wendy Contreras; Luther Gadson; Rachel Gilgar; Sherry Dicko; Je T'aime Bradshaw; Danielle Williams; Gonzalo Rivera; Logan Capital Advisors, LLC.; The Rosslyn Lofts Housing Partners, LP; Logan Property Management, INC.; The Amerland Group, LLC; Islas Development, LLC; Suffolk Development, LLC; Pacific Housing, INC.; Rosslyn Partners, LP; Lana Yee; Daisy Hebreo; Gloria Bailon; Lizbeth Parra; Leilani Olivas; Inspiration Property Management, INC.; Beach Front Property Management, INC.; Michael Childress; Erica Delery; Claudia Jauregui; Lana Dennis; Rodrigo Castellanos; Kyle Dana Kazan; Margaret Holden; Kris Hulgreen; Melinda Johnson; Ricardo Lopez; Jorge Lopez; Sara Lopez; Valerie Sosa; Harold Samuel Beard; Domonick Lawrence Guy; Cynthia Parry; Chase Protective Services, INC.; Thomas Paul White; Jose Ramirez; RBW Security Services INC.; Master Muhammad; Hughford Muhammad; Dewey Services, Incorporated; Knowles Security, INC.; Joe Zuniga; Kevin Zuniga; Jose Sandin; Keandre Stephenson; Tyrone Jenkins; Alico Security Group, INC.; Manal Sabry; Daniel Wheeler; 365 No Days Off LLC; Michael Hudson; Stephon DOE; Caleb Gardner; Lorraine Poster; Brian Hsiao; Marie Sfair; Michelle Tsiebos; Theodore Victorio; Richard Lavin; Jangbir Singh; Gina Kojayan; Gladys Boateng; Edgar Antonyan; DOE 16 aka "Valerie"; Aric Defusco; Ann Sewill; Tricia Keane; Anna Ortega; Tonyua Newsome; Los Angeles Police Department; City of Los Angeles; DOE Grady (41438); DOE Madjd (42075); Pietro Pira; Abraham Tapia; Mee Semcken; Eduardo Perez Rayes; Kelli Bernard; Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Anthony Torres; Navid Kabiri; SArmine Nazarian; Armine Nazarian D.M.D.; Ted Dean Conley; Ray, Aloia & Conley, LLP; Quinn Nguyen; Starbucks Corporation; Walmart INC.; The Coca-Cola Company; Bank of America, N.A.; GWIS, LLC; Adam Doench; Justin Ostensen; Derek Ostensen; Derek Ostensen and Associates LLC; Karen Armstrong; Christi Stewart; Universal Services of America, LP; Joan Choi; Richard Salazar; Javier Fletes; Hortencia Garcia; Kimberly Johnson; I. Yan; DOES 1 to 25, reside in the Central District of California, and the events, acts and omissions giving rise to Plaintiff Cecil Elmore claims occurred in the Central District of California.

### **III. PARTIES**

6. Plaintiff Cecil Elmore is an adult qualified to bring suit on his own behalf. At all relevant time Plaintiff



1 Cecil Elmore resided in the City of Los Angeles, County of Los Angeles, in the State of California. Plaintiff Cecil  
2 Elmore is an African American with a mental and physical disability that affects his ability to perform daily  
3 activities.

4 7. Defendant Ruben Islas Jr is sued in his individual capacity and also the other businesses that Defendant  
5 Ruben Islas Jr owns, operates, manages and oversees all business ventures of Logan Capital Advisors, LLC; The  
6 Rosslyn Lofts Housing Partners, LP; Logan Property Management, INC.; The Amerland Group, LLC; Alexandria  
7 Housing Partners, L.P., Islas Development, LLC.; Islas Development, LLC; Rosslyn Partners, LLC; Pacific Housing,  
8 INC.; Inspiration Property Management, INC.; Suffolk Development, LLC; Beach Front Property Management,  
9 INC.

10 8. Defendant Ruben Islas is sued in his individual capacity and also the other businesses that Defendant  
11 Ruben Islas Jr owns, operates, manages and oversees all business ventures of Logan Capital Advisors, LLC; The  
12 Rosslyn Lofts Housing Partners, LP; Logan Property Management, INC.; The Amerland Group, LLC; Alexandria  
13 Housing Partners, L.P., Islas Development, LLC.; Islas Development, LLC; Rosslyn Partners, LLC; Pacific Housing,  
14 INC.; Inspiration Property Management, INC.; Suffolk Development, LLC; Beach Front Property Management,  
15 INC.

16 9. Defendant Logan Capital Advisors, LLC is sued in their official capacity as a Limited Liability Company.  
17 Registered in the State of California and principal address at 1927 Adams Avenue, Suite 200, San Diego,  
18 California, 92116 and doing business at address 451 S Main Street, Los Angeles, California, 90013.

19 10. Defendant The Rosslyn Lofts Housing Partners, LP is sued in their official capacity as a Limited  
20 Partnership. Registered in the State of California and principal address at 1927 Adams Avenue, Suite 200, San  
21 Diego, California, 92106 and doing business at address 451 S Main Street, Los Angeles, California, 90013.

22 11. Defendant Logan Property Management, INC. is sued in their official capacity as a Incorporation.  
23 Registered in the State of California and principal address at 1927 Adams Avenue, Suite 200, San Diego,  
24 California, 92116 and doing business at address 451 S Main Street, Los Angeles, California, 90013.

25 12. Defendant The Amerland Group, LLC is sued in their official capacity as a Limited Liability Company.  
26 Registered in the State of California and principal address at 1927 Adams Avenue, Suite 200, San Diego,  
27 California, 92116 and doing business at address 451 S Main Street, Los Angeles, California, 90013.

28 13. Defendant Islas Development, LLC is sued in their official capacity as a Limited Liability Company.

1 Registered in the State of California and principal address of 1927 Adams Avenue, #200, San Diego, California,  
2 92116 and doing business at address 451 S Main Street, Los Angeles, California, 90013.

3 14. Defendant Suffolk Development, LLC is sued in their official capacity as a Limited Liability Company.  
4 Registered in the State of California and principal address of 1927 Adams Avenue, Suite 200, San Diego,  
5 California, 92116.

6 15. Defendant Martha Enriquez is the sister of Defendant Ruben Islas Jr, as they both have the same father  
7 Ruben Islas. Defendant Martha Enriquez original name when she was born was Martha Islas. Defendant Martha  
8 Enriquez is sued in her individual capacity and also the other business the Defendant Martha Enriquez owns,  
9 operates, manages and oversees all business ventures of Logan Capital Advisors, LLC; The Rosslyn Lofts Housing  
10 Partners, LP; Logan Property Management, INC.; The Amerland Group, LLC; Alexandria Housing Partners, L.P.

11 16. Defendant Jules Lucius Arthur is sued in his individual capacity and also other businesses the Defendant  
12 Jules Arthur owns, operates, manages and oversees all business ventures of Logan Capital Advisors, LLC; The  
13 Rosslyn Lofts Housing Partners, LP; Logan Property Management, INC.; The Amerland Group, LLC; Alexandria  
14 Housing Partners, L.P., and president of Defendant Suffolk Development, LLC.

15 17. Defendant Paul Runkle is sued in his individual capacity and also other businesses the Defendant Paul  
16 Runkle is a partner of Defendant Logan Capital Advisors, LLC.

17 18. Defendant Michael Vasquez is sued in his individual capacity. Defendant Michael Vasquez is the  
18 manager of Logan Capital Advisors, LLC; The Rosslyn Lofts Housing Partners, LP; Logan Property Management,  
19 INC.; The Amerland Group, LLC; Alexandria Housing Partners, L.P.

20 19. Defendant Joel Jimenez is sued in his individual capacity. Defendant Joel Jimenez is the manager of The  
21 Rosslyn Lofts Housing Partners, LP; Logan Property Management, INC.; Inspiration Property Management, INC.,  
22 doing business at address 451 S Main Street, Los Angeles, California, 90013.

23 20. Defendant Bethany Spooner is sued in her individual capacity. Defendant Bethany Spooner is Human  
24 Resources of Logan Capital Advisors, LLC; The Rosslyn Lofts Housing Partners, LP; Logan Property Management,  
25 INC., The Amerland Group, LLC. And doing business at 451 S Main Street, Los Angeles, California, 90013.

26 21. Defendant Melinda Johnson is sued in her individual capacity and resides at address 451 S Main Street,  
27 Unit 435, Los Angeles, California, 90013.

28 22. Defendant Cynthia Parry is sued in her individual capacity as she is an employee of the public entity of



1 The Bureau of Security and Investigative Services of the State of California.

2 23. Defendant Ruby Montoya is sued in her individual capacity as she is an employee of the public entity of  
3 The Bureau of Security and Investigative Services of the State of California.

4 24. Defendant Robin Perez is sued in their individual capacity. Defendant Robin Perez is a Enforcement  
5 Technician for State of California Bureau of Security and Investigative Services.

6 25. Defendant Thomas Paul White is sued in his individual capacity. Defendant Thomas Paul White, former  
7 Los Angeles Police Officer as he owns, operates and manages Chase Protective Services, INC., while performing  
8 duty services at address 451 S Main Street, Los Angeles, California, 90013 according to California Secretary of  
9 State, Chase Protective Services, INC., was terminated in May 20, 2011 and still performing duty services at  
10 address 451 S Main Street, Los Angeles, California, 90013. As all employee uniforms state Chase Protective  
11 Services, INC.

12 26. Defendant Chase Protective Services, INC., is sued in their official capacity. Defendant Chase Protective  
13 Services, INC., while performing duty services at address 451 S Main Street, Los Angeles, California, 90013  
14 according to California Secretary of State, Defendant Chase Protective Services, INC., was terminated in May 20,  
15 2011 and were still performing duty services at address 451 S Main Street, Los Angeles, California, 90013. As all  
16 employee uniforms state Chase Protective Services, INC.

17 27. Defendant Jose Ramirez is sued in his individual capacity. Defendant Jose Ramirez is an employee of  
18 Chase Protective Services, INC., while performing duty services of a security guard at address 451 S Main Street,  
19 Los Angeles, California, 90013.

20 28. Defendant Master Muhammad is sued in his individual capacity. Defendant Master Muhammad owns,  
21 operates and manages RBW Security Services, INC., while performing security duties at address 451 S Main  
22 Street, Los Angeles, California, 90013.

23 29. Defendant Hughford Muhammad is sued in his individual capacity. Defendant Hughford Muhammad  
24 owns, operates, and manages RBW Security Services, INC., while performing security duties at address 451 S  
25 Main Street, Los Angeles, California, 90013.

26 30. Defendant RBW Security Services INC., is sued in their official capacity. Defendant RBW Security  
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1 Services, INC., while performing duties at address 451 S Main Street, Los Angeles, California, 90013 according to  
2 California Secretary of State, Defendant RBW Security Services, INC., still is suspended since April 2, 2013, and  
3 were still performing duty services at address 451 S Main Street, Los Angeles, California, 90013.

4 31. Defendant Keandre Stephenson is sued in his individual capacity. Defendant Keandre Stephenson is an  
5 employee security guard of RBW Security Services, INC., and Knowles Security, INC., performing security duties  
6 at 451 S Main Street, Los Angeles, California, 90013.

7 32. Defendant Dewey Services, Incorporated is sued in their official capacity. Defendant Dewey Services,  
8 Incorporated principal address 939 East Union Street, Pasadena, California, 91106 while performing pest control  
9 services at address 451 S Main Street, Los Angeles, California, 90013.

10 33. Defendant Joe Zuniga is sued in his individual capacity. Defendant Joe Zuniga, is a Detective for the  
11 Fullerton Police Department and he owns, operates, and manages Knowles Security, INC., and was performing  
12 duties at address 451 S Main Street, Los Angeles, California, 90013.

13 34. Kevin Zuniga is sued in his individual capacity. Defendant Kevin Zuniga is the son of  
14 Defendant Joe Zuniga. Also, Defendant Kevin Zuniga is the manager of Knowles Security, INC., and was  
15 performing security duties at address 451 S Main Street, Los Angeles, California, 90013.

16 35. Defendant Knowles Security, INC., is sued in their official capacity. Defendant Knowles Security, INC.,  
17 principal address is 335 S State College Boulevard, Fullerton, California, 92831, performing security duties at 451  
18 S Main Street, Los Angeles, California, 90013.

19 36. Defendant Tyrone Jenkins is sued in his individual capacity. Defendant Tyrone Jenkins is a non-licensed  
20 security guard in the State of California and all other States of the United States of America. As he is an  
21 employee of Knowles Security, INC., performing security guard duties at address 451 S Main Street, Los Angeles,  
22 California, 90013.

23 37. Defendant Jose Sandin is sued in his individual capacity. Defendant Jose Sandin is an employee of  
24 Defendant Knowles Security, INC., performing security guard duties at address 451 S Main Street, Los Angeles,  
25 California, 90013.

26 38. Defendant City of Los Angeles is sued in their official capacity. Defendant City of Los Angeles is a  
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1 municipality and is a political subdivision of the State of California. Defendant The Los Angeles Police  
2 Department (hereinafter "LAPD") is a non-separable department of the City of Los Angeles located in the Los  
3 Angeles County, California.

4 39. Defendant Brian Hsiao is sued in his individual capacity. Defendant Brian Hsiao is an employee of Los  
5 Angeles County Department of Public Health Environmental Health Division.

6 40. Defendant Marie Sfair is sued in her individual capacity. Defendant Marie Sfair is an employee of the  
7 Los Angeles County Department of Public Health Environmental Health Division.

8 41. Defendant Michelle Tsiebos is sued in her individual capacity. Defendant Michelle Tsiebos is an  
9 Environmental Health Services Manager for the Central Region at the Los Angeles County Department of Public  
10 Health Environmental Health Division

11 42. Defendant Richard Lavin is sued in his individual capacity. Defendant Richard Lavin was the Chief  
12 Environmental Health Services at the Los Angeles County Department of Public Health Environmental Health  
13 Division and now is the Chief Environment Health Services of the Civic Center in the Central Region.

14 43. Defendant Jangbir Singh is sued in his individual capacity. Defendant Jangbir Singh Chief Environmental  
15 Health Services at the Los Angeles County Department of Public Health Environmental Health Division.

16 44. Defendant Domonick Lawrence Guy is sued in his individual capacity. Defendant Domonick Lawrence  
17 Guy is a resident of the County of Los Angeles in the State of California.

18 45. Defendant Manal Sabry is sued in his individual capacity and the owner, manager of Alico Security  
19 Group, INC., that perform security duties at address 451 S Main Street, Los Angeles, California, 90013.

20 46. Defendant Alico Security Group, INC., is sued in their official capacity principal address 1401 Ventura  
21 BLVD STE 209, Sherman Oaks, California, 91403, performing security services at address 451 S Main Street, Los  
22 Angeles, California, 90013.

23 47. Defendant Daniel Wheeler is sued in his individual capacity and is an employee, manager and security  
24 guard of Alico Security Group, INC., performing security duties at address 451 S Main Street, Los Angeles,  
25 California, 90013.

26 48. Defendant Abbas Eftekhari is sued in his individual capacity, Defendant Abbas Eftekhari D.D.S., a  
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1 dentist and sued in his official capacity as Defendant Eftekhari D.D.S., INC., a corporation also sued in their  
2 official capacity. Defendants Abbas Eftekhari; Abbas Eftekhari D.D.S.; Eftekhari D.D.S., INC., perform dental  
3 duties at address 3909 Sepulveda Blvd., Culver City, California, 90230.

4 49. Defendant Anthony Torres is sued in his individual capacity. Defendant Anthony Torres is non-licensed  
5 (from the Dental Board of California and/or Dental Hygiene Board of California) person who unlawfully  
6 performed dental procedures at address 3909 Sepulveda Blvd., Culver City, California, 90230 while being an  
7 employee of Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.

8 50. Defendant Navid Kabiri is sued in his individual capacity. Defendant Navid Kabiri performed dental  
9 duties at address 3909 Sepulveda Blvd., Culver City, California, 90230.

10 51. Defendant Armine Nazarian is sued in her individual capacity and as Defendant Armine Nazarian,  
11 D.M.D., in her official capacity. Defendants Armine Nazarian and Armine Nazarian, D.M.D., perform dental  
12 duties at address 300 S. Beverly Drive Suite 303, Beverly Hills, California, 90212.

13 52. Defendant Ted Dean Conley is sued in his individual capacity and Defendant Ray, Aloia & Conley, LLP is  
14 sued in their official capacity. Defendant Ted Dean Conley is a licensed attorney in the State of California and  
15 Defendant Ray, Aloia & Conley, LLP are located at address 18430 Brookhurst St. #201L, Fountain Valley,  
16 California, 92708.

17 53. Defendant Quinn Nguyen is sued in her individual capacity. Defendant Quinn Nguyen is assistant to  
18 Defendant Ted Dean Conley and Defendant Ray, Aloia & Conley, LLP located at address 18430 Brookhurst St.  
19 #201L, Fountain Valley, California, 92708.

20 54. Defendant Starbucks Corporation is sued in their official capacity. Defendant Starbucks Corporation  
21 performing duties at address 6745 Hollywood Blvd., Los Angeles, California, 90028.

22 55. Defendant Walmart INC., is sued in their official capacity. Defendant Walmart INC., performing duties at  
23 address 1301 N. Victory Pl., Burbank, California, 91502.

24 56. Defendant The Coca-Cola Company is sued in their official capacity. Defendant The Coca-Cola Company  
25 performed duties at address 1301 N. Victory Pl., Burbank, California, 91502.

26 57. Defendant Bank of America, N.A., is sued in their official capacity. Defendant Bank of America, N.A.,  
27 business address at 6300 Sunset Blvd., Hollywood, California, 90028.



1 58. Defendant GWIS, LLC is sued in their official capacity. Defendant GWIS, LLC is a limited liability company  
2 at principal address 668 North Coast Highway #183, Laguna Beach, California, 92651 as they performed business  
3 in the County of Los Angeles, in the State of California.

4 59. Defendant Justin Ostensen is sued in his individual capacity. Defendant Justin Ostensen performed  
5 business in Los Angeles County, in the State of California.

6 60. Defendant Derek Ostensen and Associates LLC is sued in their official capacity. Defendant Derek  
7 Ostensen and Associates LLC principal address is 2 Corporate PLZ STE 150, Newport Beach, California, 92660 and  
8 performed business in Los Angeles County, in the State of California.

9 61. Defendant Derek Ostensen is sued in his individual capacity. Defendant Derek Ostensen performed  
10 business in Los Angeles County, in the State of California.

11 62. Defendant Adam Doench is sued in his individual capacity. Defendant Adam Doench performed business  
12 in Los Angeles County, in the State of California.

13 63. Defendant Karen Armstrong is sued in her individual capacity. Defendant Karen Armstrong performed  
14 business in Los Angeles County, in the State of California.

15 64. Defendant Christi Stewart is sued in her individual capacity. Defendant Christi Stewart performed duties  
16 in Los Angeles County, in the State of California.

17 65. Defendant Universal Services of America, LP is sued in their official capacity. Defendant Universal  
18 Services of America, LP is a limited partnership with their principal address of business at 1551 N. Tustin Ave STE  
19 650, Santa Ana, California, 92705.

20 66. Defendant Michael Childress is sued in his individual capacity. Defendant Michael Childress performs  
21 duties at address 451 S Main Street, Los Angeles, California, 90013 and is the manager for Defendant Inspiration  
22 Property Management, INC.

23 67. Defendant Inspiration Property Management, INC., is sued in their official capacity. Defendant  
24 Inspiration Property Management, INC., is a corporation with their principal address at 1212 Long Beach Blvd.,  
25 Long Beach, California, 90813. Defendant Inspiration Property Management, INC., are currently doing business  
26 at address 451 S Main Street, Los Angeles, California, 90013.

27 68. Defendant Ricardo Lopez is sued in his individual capacity. Defendant Ricardo Lopez lives with his mother  
28 Sara Lopez at address 451 S Main Street Unit 429, Los Angeles, California, 90013.

1 69. Defendant Jorge Lopez is sued in his individual capacity. Defendant Jorge Lopez is the son of Defendant  
2 Sara Lopez and brother to Defendant Ricardo Lopez who reside at address 451 S Main Street Unit 429, Los  
3 Angeles, California, 90013.

4 70. Defendant Sara Lopez is sued in her individual capacity. Defendant Sara Lopez resides at address 451 S  
5 Main Street Unit 429, Los Angeles, California, 90013 and is the mother to Defendant Ricardo Lopez and  
6 Defendant Jorge Lopez.

7 71. Defendant Joan Choi is sued in her individual capacity. Defendant Joan Choi is an employee of the County  
8 of Los Angeles.

9 72. Defendant Richard Salazar is sued in his individual capacity. Defendant Richard Salazar is an employee of  
10 the County of Los Angeles.

11 73. Defendant Javier Fletes is sued in his individual capacity. Defendant Javier Fletes is an employee of the  
12 County of Los Angeles.

13 74. Defendant Wendy Contreras is sued in her individual capacity. Defendant Wendy Contreras is an  
14 employee of Defendants Ruben Islas Jr; Martha Enriquez; The Rosslyn Lofts Housing Partners, LP; Logan Property  
15 Management, INC.; Rosslyn Partners, LLC; Suffolk Development, LLC; Islas Development, LLC; Pacific Housing,  
16 INC.

17 75. Defendant Aracelli Castillo is sued in her individual capacity. Defendant Aracelli Castillo is an employee of  
18 Defendants Ruben Islas Jr; Martha Enriquez; The Rosslyn Lofts Housing Partners, LP Logan Property  
19 Management, INC.; Rosslyn Partners, LLC; Suffolk Development, LLC; Islas Development, LLC; Pacific Housing,  
20 INC.

21 76. Defendant Luther Gadson is sued in his individual capacity. Defendant Luther Gadson is an employee of  
22 Defendants Ruben Islas Jr; Martha Enriquez; The Rosslyn Lofts Housing Partners, LP; Logan Property  
23 Management, INC.; Rosslyn Partners, LLC; Suffolk Development, LLC; Islas Development, LLC; Pacific Housing,  
24 INC.

25 77. Defendant Rachel Gilgar is sued in her individual capacity. Defendant Rachel Gilgar is an employee of  
26 Defendants Ruben Islas Jr; Martha Enriquez; The Rosslyn Lofts Housing Partners, LP; Logan Property  
27 Management, INC.; Rosslyn Partners, LLC; Suffolk Development, LLC; Islas Development, LLC; Pacific Housing,  
28 INC.



1 78. Defendant Sherry Dicko is sued in her individual capacity. Defendant Sherry Dicko is an employee of  
2 Defendants Ruben Islas Jr; Martha Enriquez; The Rosslyn Lofts Housing Partners, LP; Logan Property  
3 Management, INC.; Rosslyn Partners, LLC; Suffolk Development, LLC; Islas Development, LLC; Pacific Housing,  
4 INC.

5 79. Defendant Je T'aime Bradshaw is sued in her individual capacity. Defendant Je T'aime Bradshaw is an  
6 employee of Defendants Ruben Islas Jr; Ruben Islas; Martha Enriquez; The Rosslyn Lofts Housing Partners, LP;  
7 Logan Property Management, INC.; Rosslyn Partners, LLC; Suffolk Development, LLC; Islas Development, LLC;  
8 Pacific Housing, INC.

9 80. Defendant Danielle Williams is sued in her individual capacity. Defendant Danielle Williams is an  
10 employee of Defendants Ruben Islas Jr; Ruben Islas; Martha Enriques; The Rosslyn Lofts Housing Partners, LP;  
11 Logan Property Management, INC.; Rosslyn Partners, LLC; Suffolk Development, LLC; Islas Development, LLC;  
12 Pacific Housing, INC.

13 81. Defendant Lana Yee is sued in her individual capacity. Defendant Lana Yee is the Controller of employer  
14 Defendant Logan Property Management, INC.

15 82. Defendant Daisy Hebreo is sued in her individual capacity. Defendant Daisy Hebreo is the Accountant of  
16 employer Defendant Logan Property Management, INC.

17 83. Defendant Gloria Bailon is sued in her individual capacity. Defendant Gloria Bailon is the Compliance  
18 Director of employer Defendant Logan Property Management, INC.

19 84. Defendant Lizbeth Parra is sued in her individual capacity. Defendant Lizbeth Parra is the Director of  
20 Training and Development of employer Defendant Logan Property Management, INC.

21 85. Defendant Leilani Olivas is sued in her individual capacity. Defendant Leilani Olivas is the Property  
22 Management Coordinator of employer Defendant Logan Property Management, INC.

23 86. Defendant Theodore Victorio is sued in her individual capacity. Defendant Theodore Victorio is an  
24 employee of the Los Angeles County Department of Public Health Environmental Health Division.

25 87. Defendant Gonzalo Rivera is sued in his individual capacity. Defendant Gonzalo Rivera is a maintenance  
26 worker employee of Ruben Islas Jr; Ruben Islas; Martha Enriquez; Jules Lucius Arther; The Rosslyn Lofts Housing  
27 Partners, LP; Logan Property Management, INC.; Rosslyn Partners, LLC; Logan Capital Advisors, LLC; Suffolk  
28 Development, LLC; Islas Development, LLC; Pacific Housing, INC.

1 88. Defendant Gladys Boateng is sued in her individual capacity. Defendant Gladys Boateng is an  
2 employee of the Los Angeles County Department of Public Health Environmental Health Division.

3 89. Defendant Edgar Antonyan is sued in his individual capacity. Defendant Edgar Antonyan is an employee  
4 of the Los Angeles County Department of Public Health Environmental Health Division.

5 90. Defendant Aric Defusco is sued in his individual capacity. Defendant Aric Defusco is an employee of the  
6 Los Angeles County Housing Department Code Enforcement Division.

7 91. Defendant Tonyua Newsome is sued in her individual capacity. Defendant Tonyua Newsome is an  
8 employee of the Department of Employment and Fair Housing in the State of California.

9 92. Defendant 365 No Days Off LLC is sued in their official capacity. Defendant 365 No Days Off LLC is a  
10 Limited Liability Company registered in the State of California with California Secretary of State with a principal  
11 address of 8930 S. Harvard Blvd., Los Angeles, California, 90047. Defendant 365 No Days Off LLC is doing  
12 business at 451 S Main Street, Los Angeles, California, 90013. Defendant 365 No Days Off LLC is not registered  
13 with the State of California Bureau of Security and Investigative Services.

14 93. Defendant Caleb Gardner is sued in his individual capacity. Defendant Caleb Gardner is a manager of  
15 Defendant 365 No Days Off LLC.

16 94. Defendant Lorraine Poster is sued in her individual capacity. Defendant Lorraine Poster is a manager of  
17 Defendant 365 No Days Off LLC.

18 95. Defendant Michael Hudson is sued in his individual capacity. Defendant Michael Hudson is a supervisor  
19 of Defendant 365 No Days Off LLC.

20 96. Defendant Stephon DOE is sued in his individual capacity. Defendant Stephon DOE is an unlicensed  
21 security guard on duty for Defendant 365 No Days Off LLC; Defendant Michael Hudson, working at property 451  
22 S Main Street, Los Angeles, California, 90013.

23 97. Defendant Erica Delery is sued in her individual capacity. Defendant Erica Delery is an employee of  
24 Defendant Inspiration Property Management, INC.

25 98. Defendant Gina Kojayan is sued in her individual capacity. Defendant Gina Kojayan is an employee  
26 of the Los Angeles County Department of Public Health Environmental Health Division.

27 99. Defendant Ann Sewill is sued in her individual capacity. Defendant Ann Sewill is the General Manager of  
28 the Los Angeles Housing Department (LAHD).



1        100. Defendant Tricia Keane is sued in her individual capacity. Defendant Tricia Keane is the  
2 Executive Officer of the Los Angeles Housing Department (LAHD). She is responsible for insuring efficient and  
3 effective implementation of LAHD's Programs including Affordable Housing Finance, Rental Housing Regulation,  
4 and a delivery of a wide range of Housing Development Services to Los Angeles residents. Defendant Tricia  
5 Keane also administers the City's Accessible Housing Program (AcHP).

6        101. Defendant DOE 1 is sued in their individual capacity. Defendant DOE 18 is the  
7 Chair of Community Redevelopment Agency of the City of Los Angeles (CRA-LA).

8        102. Defendant DOE 19 is sued in their individual capacity. Defendant DOE 19 is the Vice Chair of the  
9 Community Redevelopment Agency of the City of Los Angeles (CRA-LA).

10       103. Defendant DOE 20 is used in their individual capacity. Defendant DOE 20 is a  
11 Member of the Community Redevelopment Agency of the City of Los Angeles (CRA-LA).

12       104. Defendant Anna Ortega is sued in her individual capacity. Defendant Anna Ortega is the  
13 Assistant General Manager of Regulatory Code and Compliance Bureau for the Los Angeles Housing Department  
14 (LAHD). Defendant Anna Ortega is responsible for the management of City-wide major operations for the: Rent  
15 Stabilization, Code Enforcement and Compliance Divisions.

16       105. Defendant Aric Defusco is sued in his individual capacity. Defendant Aric Defusco is the Code  
17 Enforcement Inspector of the Los Angeles Housing Department (LAHD).

18       106. Defendant Claudia Jauregui is sued in their individual capacity. Defendant Claudia Jauregui is an  
19 employee of Defendant Inspiration Property Management, INC.

20       107. Defendant Pacific Housing, INC., is sued in their official capacity. Defendant Pacific Housing,  
21 INC., is an Incorporated Company registered in the State of California with California Secretary of State with a  
22 principal address of 2115 J Street, Suite 201, Sacramento, California, 95816.

23       108. Defendant Mark Wiese is sued in his individual capacity. Defendant Mark Wiese is the Chief  
24 Executive Officer for Defendant Pacific Housing, INC.

25       109. Defendant Rosslyn Partners, LLC, is sued in their official capacity. Defendant Rosslyn Partners,  
26 LLC is an Limited Liability Company registered in the State of California with California Secretary of State with a  
27 principal address of 1927 Adams Ave #200, San Diego, California, 92116.

28       110. Defendant Abraham Tapia is sued in his individual capacity. Defendant Abraham Tapia is a

1 Captain with the Los Angeles Fire Department in the City of Los Angeles.

2 111. Defendant Valerie Sosa is sued in her individual capacity. Defendant Valerie Sosa is a resident of  
3 County of Los Angeles, California.

4 112. Defendant Harold Samuel Beard is sued in his individual capacity. Defendant Harold Samuel  
5 Beard is a resident of County of Los Angeles, California.

6 113. Defendant Beach Front Property Management, INC., is sued in their official capacity. Defendant  
7 Beach Front Property Management, INC., is a Stock Corporation Company registered in the State of Californian  
8 with California Secretary of State with principal address of 1212 Long Beach Blvd., Long Beach, California,  
9 90813. Defendant Beach Front Property Management, INC., is the parent company working parallel with  
10 Defendant Inspiration Property Management, INC.

11 114. Defendant Lana Dennis is sued in their individual capacity. Defendant Lana Dennis is the  
12 Manager employed by Defendant Inspiration Property Management, INC., performing business at 451 S Main  
13 Street, Los Angeles, California, 90013.

14 115. Defendant Rodrigo Castellanos is sued in their individual capacity. Defendant Rodrigo  
15 Castellanos is the Manager employed by Defendant Inspiration Property Management, INC.; and Defendant  
16 Beach Front Property Management, INC., which both companies are performing business at address 451 S Main  
17 Street, Los Angeles, California, 90013.

18 116. Defendant Kyle Dana Kazan is sued in their individual capacity. Defendant Kyle Dana Kazan is  
19 the Chief Executive Officer of Defendant Beach Front Property Management, INC.

20 117. Defendant Margaret Holden is sued in their individual capacity. Defendant Margaret Holden is  
21 the Chief Financial Officer of Defendant Beach Front Property Management, INC.

22 118. Defendant Kris Hulgreen is sued in their individual capacity. Defendant Kris Hulgreen is the  
23 Secretary of Defendant Beach Front Property Management, INC.

24 119. Defendant DOE Grady (41438) is sued in his individual capacity. Defendant DOE Grady (41438)  
25 is a City of Los Angeles Police Department, Police Officer.

26 120. Defendant DOE Madjd (42075) is sued in her individual capacity. Defendant DOE Madjd (42075)  
27 is a City of Los Angeles Police Department, Police Officer.

28 121. Defendant Pietro Pira is sued in his individual capacity. Defendant Pietro Pira is a Detective with



1 the City of Burbank Police Department, Police Officer – Detective.

2 122. Defendant Hortencia Garcia is sued in her individual capacity. Defendant Hortencia Garcia is an  
3 employee of County of Los Angeles.

4 123. Defendant Kimberly Johnson is sued in her individual capacity. Defendant Kimberly Johnson is  
5 an employee of County of Los Angeles.

6 124. Defendant I. Yan is sued in their individual capacity. Defendant I. Yan is an employee of the  
7 County of Los Angeles, Spring Street Courthouse.

8 125. Defendant DOE 17 is sued in their individual capacity. Defendant DOE 17 is an employee of the  
9 County of Los Angeles, Spring Street Courthouse.

10 126. Defendant DOES 1 to 25 is sued in their individual capacity.

11  
12 **IV. STATEMENT OF FACTS**

13 127. This civil lawsuit arises from main Defendants Ruben Islas; Ruben Islas Jr; and his sister  
14 Defendant Martha Enriquez, with unlawful encouragement, aiding and abetting, corruption, with the assistance  
15 from their business partner State of California Treasurer Fiona Ma. Continuous unlawful civil racketeering  
16 enterprise that has performed a slew of intentional, malicious, negligent and unlawful acts that include these  
17 Defendants unlawful political and unlawful business conspiracy network scheme of low income housing and  
18 unlawful acts that include numerous Local and State employees from Los Angeles Superior Court, Los Angeles  
19 Fire Department, Los Angeles Police Department, Los Angeles Housing Department subdivision of Code  
20 Enforcement and Public Health Department, Department of Consumer Affairs, State of California Bureau of  
21 Security and Investigative Services, State of California Dental Board, Starbucks Corporation, Walmart, INC,  
22 Burbank Police Department, Dewey Services, Incorporated, attorneys in the State of California, Court employees  
23 and other Defendants engaging in collusion, unlawfully, violence, aiding and abetting a scheme, unjust  
24 enrichment of frauding millions of dollars from Local, State and Federal funding. Plaintiff Cecil Elmore has been  
25 constantly filing complaints with merit and evidence to Local, State and Federal Government agencies and/or  
26 entities of these unlawful acts that caused intentional, malicious, unlawful, oppressive incidents and causations  
27 that caused sever harm to Plaintiff. These Defendants collectively have retaliated and violated Federal Civil and  
28 Constitutional Rights and California State Constitutional Rights of Plaintiff Cecil Elmore. Plaintiff has discovered

1 that Defendants Ruben Islas Jr; Ruben Islas; Martha Enriquez and other Defendants have collectively in concert  
2 discriminated, retaliated, frauded an excessive amount of housing residents at these residents and others  
3 expense as Defendants Ruben Islas Jr; Ruben Islas; Martha Enriquez and other Defendants unjust enrichment  
4 benefited millions of dollars from Local, State and Federal funding, grants, loans and tax credits. Defendants are  
5 taking advantage of Local, State and Federal funding while the State of California and City of Los Angeles are in  
6 the mist of a homeless housing crisis. These Defendants have intentionally, maliciously, negligently interfered  
7 with corruption, Plaintiff Cecil Elmore Federal Civil and Constitution Rights and California Constitutional Rights.  
8 Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri, profited monetary funds  
9 from Local, State and Federal, Government Health Insurance, Health Insurance and Medicaid Funding which was  
10 gained from the unlawful racketeering organizations acts unlawfully committed from Defendant Ruben Islas Jr;  
11 Ruben Islas and other Defendants and State of California Treasurer Fiona Ma. Currently Defendants Abbas  
12 Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S., are still profiting monetary funds from Local, State,  
13 Federal, Government Health Insurance, Health Insurance and Medicaid Funding with the assistance from  
14 Defendants Ruben Islas Jr; Ruben Islas; Ruben Islas Jr and Ruben Islas business'; Co-Defendants, and others  
15 involved in unlawful, civil racketeering organization. As Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas  
16 Eftekhari D.D.S., still have unlicensed Dentists, unlicensed Dental Hygienist, and unlicensed Dental Assistants  
17 performing duties with the intent to fraud patients, Local, State and Federal Government, Health Insurance and  
18 Medicaid. Defendant Ricardo Lopez stated that Defendant Ruben Islas Jr; Ruben Islas is unlawfully assisting  
19 Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S., with receiving Local, State and  
20 Federal Funding.

21 128. Two Los Angeles City Counsel Members lobbied extensively – and unusually – to assure that the  
22 alleged slumlord of the Alexandria Hotel, Defendant Ruben Islas, received \$8 million in tax payer monies for  
23 another, similar Downtown renovation project. L.A. Weekly has learned that City Counselman Tony Cardenas  
24 and his colleague Jan Parry – with an assist from Assemblyman Fabian Nunez – sought Mayor Antonio  
25 Villaraigosas personal involvement last August to make an unguaranteed loan of public funds to Islas, a rich  
26 political insider. The push came after Islas, his wife, his business partner, his employees and their family  
27 members gave Cardenas \$10,100 in contributions in 2006 and 2007. In fact, City records show, just 27 days  
28 before the raucous CRA hearing in August, Islas and his wife gave Cardenas \$2,000. And 10 days after Islas got



1 final City Counsel approval for the subsidy, Cardenas received another \$2,000 in total from Islas, his wife, his  
2 business partner Jules Arthur and Arthurs wife. The CRA Board backed Cardenas, approving an \$8 million  
3 subsidy for the so-called Defendant The Rosslyn Lofts Housing Partners, LP, and Islas – controlled renovation  
4 project Downtown. Board Member John Perez, the well-connected first cousin of Villaraigosas who is expected  
5 to win an East Side seat in the California Legislator in November, promptly visited the Alexandria Hotel. There,  
6 Perez saw the squalid conditions the current tenants tried in vain to alert the Board to. “The conditions were  
7 deplorable,” Perez tells the Weekly. Tenants had no running water or drinking water in the mist of summer  
8 heat, and, without running water, toilets were backing up with raw sewage. “People literally had human waste  
9 that had been there for three days,” Perez recalls. Islas attorneys admit that 100 residents have been evicted  
10 since August 2006 from the 344 occupied units at the Alexandria Hotel. Judge Morrow in her May ruling,  
11 showed little patience with the community redevelopment agencies behavior in the controversy, ordering its  
12 bureaucrats to launch a costly effort to track down and pay relocation fees to Islas’ evicted tenants. “Amerland  
13 came here and robbed the City,” Rowe said simply. In December 2007, the Cities Housing Department declared  
14 the Alexandria “uninhabitable” due to a lack of running water. “There was always hot water. It was  
15 inconsistent. We bought a building that was 100 years old that had numerous deficiencies,” said by Defendant  
16 Jules Arthur. [Source: laweekly.com “Los Angeles City Hall as Slumlord” published July 9, 2008 by Tibby  
17 Rothman].

18 129. When Defendants Ruben Islas; Jules Arthur and their San Diego based group arrived Downtown  
19 they were met with open arms. Los Angeles Police Department Captain Andy Smith, Richard Montoya of Culture  
20 Clash, Counsel-members Parry and Cardenas just to name a few in attendance. [Source  
21 cangress.wordpress.com “LA Times uncovers Amerland Group/Counsel-member Cardenas Connection”].

22 130. “Former residents of the fire ravaged Casa de Vallejo Senior Home are suing the buildings  
23 owners and managers, blaming them for the 2008 fatal blaze at the historic building. The lawsuits are in  
24 addition to a pending criminal case against five owners and managers, charging them with elder abuse and  
25 manslaughter in connection with the blaze that killed three elderly tenants and displaced 117. An investigation  
26 after the fire revealed the historic building’s alarm system was inoperable. Another lawsuit filed Aug. 13 by 27  
27 former residents – all over 65 – claims owners and managers ignored fire code violations and failed to fix the  
28 alarm system. The building burnt on August 15, 2008. Dying in or immediately after the first were Bennett, 68,

1 Harold Fortune, 61, and John Argente, 74. The Defendants include Amerland Group LLC executives Jules Arthur  
2 and Ruben Islas Jr., who founded the San Diego – based affordable housing company that owns Casa de  
3 Vallejo. Also named as Defendants were Vallejo Housing Partners, LLP, a subsidiary of Amerland; Logan Property  
4 Management and Amerland/Vallejo LLC. Also charged in June by Solano County District Attorney David  
5 Paulson's office were Martha Islas-Enriquez, 38, Chief Executive Office of Vallejo Housing Partners a subsidiary of  
6 the Amerland Group; Michael Hagigeorgio, 32, Project Manager for the buildings fire alarm system; and Jeremy  
7 Turner, 31, Director of Construction Management. Founded in 2001, Amerland owns 17 affordable-housing  
8 complexes in California, Colorado and New Mexico, according to the companies website." [Source:  
9 eastbaytimes.com "*More suits filed in Casa de Vallejo fire tragedy*" by Tony Burchyns and Vallejo Times – Harold  
10 published: August 20, 2010 and updated: August 15, 2016].

11 131. In April 2008, then City Attorney Rocky Delgadillo filed 36 criminal counts against the company  
12 related to fire code violations at both properties. Defendants The Rosslyn Lofts Housing Partners, LP and  
13 Alexandria Hotel are these properties. [Source: ladowntownnews.com "*Amerland officials facing Criminal*  
14 *Charges*" published June 24, 2010 by Ryan Vaillancourt].

15 132. Solano County prosecutors said Wednesday, each of the five Defendants – all either owners or  
16 operators of the Casa de Vallejo retirement complex – has been charged with 2 counts of manslaughter, 1 count  
17 of elder abuse, and 2 counts of elder abuse causing death. Four of the Defendants – Jules Arthur, Martha Islas-  
18 Enriquez, Michael Hagigeorgio and Jeremy Turner – were arrested Wednesday in San Diego County. [Source:  
19 sandiegouniontribune.com "*5 Charged in Deadly Vallejo Retirement Home Fire*" published June 24, 2010 by The  
20 Associated Press].

21 133. Jerriemie Morgan, a resident and front desk worker for the senior housing complex, said she  
22 had provided an affidavit to investigators regarding the lack of audible fire alarm system during the  
23 blaze. Former building resident Maxine Brewer said she still is angered two years later by the memory of the  
24 fire. "They were working on it (the alarm system)." "Even the little red boxes had been taken out right in front  
25 of my door," Brewer said. She added she was surprised to hear about the arrests. "I thought they had gotten  
26 away with murder," Brewer said. [Source: timesharoldonline.com "*Solano County Prosecutors to Charge 5*  
27 *people in Fatal Casa de Vallejo Blaze*" published June 24, 2010; updated August 29, 2018 by Jessica A. York and  
28 Tony Burchyns]. Plaintiff Cecil Elmore as a resident at address 451 S Main Street, Los Angeles, California, 90013



1 at Defendant The Rosslyn Lofts Housing Partners, LP, has never seen any fire alarm red boxes on the property  
2 which is used to warn the property and fire department of a fire.

3 134. In support California State Treasurer Fiona Ma, who is also Defendants Ruben Islas Jr; Ruben  
4 Islas, business partner. California State Treasurer Fiona Ma in the unlawful benefit of Defendant Ruben Islas Jr;  
5 Ruben Islas; Paul Runkle and other Defendants, Fiona Ma sent letters in August 2023 to studios representing by  
6 the Alliance of Motion Picture and Television Producers, urging them to negotiate "fair deals" to end the dual  
7 strikes lead by film and tv writers and actors. Fiona Ma sent wrote letters to seven companies: Netflix, Walt  
8 Disney CO., Comcast, Warner Bros., Discovery, Apple, Paramount, Global, and Amazon. Her message  
9 emphasized the damage the prolonged labor dispute is having on the State's economy [Source: latimes.com  
10 "*California Treasure Fiona Ma calls on Hollywood studios to end writers' and actors' strikes*" by staff writer  
11 Wendy Lee]. Defendants Ruben Islas Jr; Ruben Islas; Martha Enriquez; Jules Lucius Arthur; Paul Runkle; Michael  
12 Vasquez; Joel Jimenez; Wendy Contreras; Aracelli Castillo; Rachel Gilgar; Luther Gadson; Danielle Williams;  
13 Sherry Dicko; Je T'aime Bradshaw; Gonzalo Rivera; The Rosslyn Lofts Housing Partners, LP; Rosslyn Partners, LLC;  
14 Mark Wiese; Pacific Housing, INC.; Logan Capital Advisors, LLC; Logan Property Management, INC.; The  
15 Amerland Group, LLC; Suffolk Development, LLC; Islas Development, LLC; Chase Protective Services, INC.;  
16 Thomas Paul White; Joe Zuniga; Kevin Zuniga; Knowles Security, INC.; Master Muhammad; Hughford  
17 Muhammad; RBW Security Services INC.; Manal Sabry; Alico Security Group, INC.; Dewey Services, Incorporated,  
18 Los Angeles Fire Department Employees, collectively benefit in monetary funds from Defendant Ruben Islas Jr;  
19 Ruben Islas and other Defendants renting to a slew of production studios the inhabitable building Defendant The  
20 Rosslyn Lofts Housing Partners, LP at address 451 S Main Street, Los Angeles, California, 90013.

21 135. In Spring 2008, Defendant The Amerland Group, LLC was convicted of 36 counts of fire code  
22 violations in their two Los Angeles residential hotels, and tenants of these buildings say the problem  
23 persists. The two locations being referred to owned, maintained, managed and operated by Defendants Ruben  
24 Islas Jr; Ruben Islas; Martha Enriquez; Jules Lucius Arthur are the Defendant The Rosslyn Lofts Housing Partners,  
25 LP at address 451 S Main Street, Los Angeles, California, 90013 and The Alexandria Hotel at address 501 S Spring  
26 Street, Los Angeles, California, 90013. In May 2008, the Los Angeles City Attorney filed criminal charges against  
27 the company because of fire code violations at the Defendant The Rosslyn Lofts Housing Partners, LP and  
28 Alexandria Hotel. The complaint alleged, in part, that Defendant The Amerland Group, LLC failed to repair

1 broken fire systems and clear blocked exits at the Alexandria Hotel. Also it alleged that the fire protection  
2 system in Defendant The Rosslyn Lofts Housing Partners, LP was in such disrepair that Defendant The Amerland  
3 Group, LLC, employees were suppose to have 24-hour fire watch patrols ordered by the Los Angeles Fire  
4 Department. Defendant The Amerland Group, LLC was later convicted of the charges. Lenard Woods, a  
5 disabled, retired worker who has lived at the Alexandria for more than a decade said, "when the fire alarm goes  
6 off, the elevators stop, and if you can't get down the steps, you're stuck." These criminal charges came in  
7 addition to civil claims addressing issues such as illegal evictions, harassment of vocal tenants, disability  
8 discrimination, and major habitability issues. [Source: Los Angeles Community Action Network (LACAN)  
9 cangress.wordpress.com "*Los Angeles Affordable Housing Developers Arrested for Northern CA Manslaughter of*  
10 *Tenants*" published June 24, 2010, contact Becky Dennison and Pete White].

11 136. Defendant Ruben Islas Jr; Ruben Islas are the Defendants of this mastermind unlawful civil and  
12 criminal enterprise. Numerous Defendants are intentionally, maliciously, unlawfully encouraging while aiding  
13 and abetting Defendants Ruben Islas Jr; Ruben Islas with his production company Grandave Studios acquire with  
14 the help of Local, State and Federal funding which State of California Treasurer Fiona Ma as she also encourages  
15 more help to acquire a \$200 million studio in Banning, California. In the article from Record Gazette, "*Movie*  
16 *company picks Banning as its home, will focus on independent, Latinx stories*, published February 28,  
17 2021" Defendants Ruben Islas Jr; Ruben Islas, was taught this unlawful scheme of fraud of how to extract  
18 unlawful Government funds from Local, State and Federal funding, while using financing and affordable  
19 housing. In this article, Defendant Ruben Islas states, "my mothers younger sister fell in love with a man from  
20 Banning," "Ruben Islas explained to Bannings City Counsel at their Feb. 23 meeting" "Islas (pronounced "Ees-  
21 las"), of San Diego, described his grandmother as being "overly protective," and required her daughters to be  
22 supervised." "That's where then 14 year-old Islas stepped in, got chaperone Flores – who was 24 – as he dated  
23 his aunt." Defendant Ruben Islas Jr; Ruben Islas is referring to his aunts lover Carlos Flores. "Carlos took me  
24 under his wing, and taught me about financing and affordable housing, "Islas recalls."" "In 1997 he called me  
25 while I was freelancing in New York "as a writer," and Islas flew back to California to meet with Flores, who was  
26 dying of Pancreatic Cancer, and passed away in 1998." "Flores passed along the rains in his business to Islas, who  
27 would go on to build probability 10,000 affordable housing units since he became involved in 1998, creating a  
28 small real estate empire in the process." "At the Feb. 23 Counsel meeting he publicly announced through a



1 presentation the establishment of Grandave Studios, which is purchasing property around Banning Municipal  
2 Airport that will support roughly 8,000 "high-paying jobs." "Islas told the Record Gazette that he has secured  
3 \$200 million to finance the construction of the project, not including budgets for the films that will be  
4 produced." The Defendants Ruben Islas Jr; Ruben Islas, has allowed for his monetary benefit several residents of  
5 his property Defendant The Rosslyn Lofts Housing Partners, LP at address 451 S Main Street, Los Angeles,  
6 California, 90013, sell narcotics such as, Prescription Pills; Chrystal Methamphetamine with various violent  
7 criminal acts carried out on and off the premises of Defendant The Rosslyn Lofts Housings Partners, LP at  
8 address 451 S Main Street, Los Angeles, California, 90013. Defendants Ricardo Lopez; Sara Lopez; Valerie Sosa;  
9 Harold Samuel Beard; Melinda Johnson, reside or have resided in this building or on this property aiding and  
10 abetting the selling of unlawful and illegal narcotics and violent acts on this premises on behalf of and under  
11 Defendants Ruben Islas Jr; Ruben Islas as the landlord, manager as well as controlling, operating and maintaining  
12 the building on the premises. Defendants Valerie Sosa; Harold Samuel Beard; Ricardo Lopez have stated that  
13 they sell illegal narcotics and prescriptions pills for Defendants Ruben Islas Jr; Ruben Islas on the property at  
14 address 451 S Main Street, Los Angeles, California, 90013. Defendants Valerie Sosa; Ricardo Lopez; Harold  
15 Samuel Beard stated that they are helping Defendants Ruben Islas Jr; Ruben Islas so that they can bring drugs  
16 through the airport in Banning, California. "Tonia Causey-Bush, Chief Academic Officer for Banning Unified  
17 School District, was "excited about the vibe" associated with Grandave Studios representative's  
18 visitation." Defendants Ruben Islas Jr; Ruben Islas told the Record Gazette, "we have to plan a strong  
19 partnership to actually build sets at the high school that we can use in our films, and provide internships." "He  
20 anticipates that Grandave Studios could produce a dozen films a year with budgets averaging \$10 million or  
21 more, but expects to put out 40 to 50 films a year once they are established, with budgets hovering closer to  
22 \$20 million." "The company will rely on Grandave International, a distribution arm, as well as other distributors  
23 such as Netflix and HBO, among others, to distribute films." "His film "In Other Words," a romantic comedy in  
24 which a man creates the perfect dating app, despite hiccups in his own dating scene, is available for streaming  
25 on HBO Max, and was produced by Islas." Numerous Defendants and others such as State of California  
26 Treasurer Fiona Ma, are unlawfully aiding and abetting Defendants Ruben Islas Jr; Ruben Islas, scheme to  
27 acquire a \$200 million grant from Local, State and Federal funding.

28 137. On February 28, 2021, Defendants Ruben Islas Jr; Ruben Islas, unlawful business partner, State

1 of California Treasurer Fiona Ma posted on her Facebook page account, "movie company picks Banning as it's  
2 home, will focus on independent, Latinx stories" with a direct link to the article posted by Records Gazette,  
3 "Movie company picks Banning as its home, will focus on independent, Latinx stories, published February 28,  
4 2021." This shows that State of California Treasurer Fiona Ma has a direct financial and business partner  
5 relationship linking her to Defendant Ruben Islas Jr; Ruben Islas scheme to inquire \$200 million in Government  
6 funds for Banning, California production studio and airport.

7 138. Plaintiff Cecil Elmore is a resident at address 451 S Main Street, Los Angeles, California,  
8 90013. The owner Defendant Ruben Islas Jr who also goes by the name Ruben Islas and sister of the Defendant,  
9 Defendant Martha Enriquez along with business partner Defendant Jules Lucius Arthur operate the property at  
10 address 451 S Main Street, Los Angeles, California, 90013 known as Defendant The Rosslyn Lofts Housing  
11 Partners, LP. Defendants Ruben Islas Jr; (who also goes by Ruben Islas) and his sister Defendant Martha  
12 Enriquez whose last name used to be Martha Islas, father name is Ruben Islas he is now deceased as of August 2,  
13 2019, which is possible that Defendant Ruben Islas Jr may be going by his father's name Ruben Islas. Along with  
14 the other businesses Defendants Logan Property Management, INC.; The Amerland Group, LLC; Logan Capital  
15 Advisors, LLC; Rosslyn Partners, LLC; Suffolk Development, LLC; Islas Development, LLC; Pacific Housing, INC.;  
16 Mark Wiese operating, managing and overseeing daily duties at this same address stated above.

17 139. What to know about Cockroaches and your Health. Cockroaches are a type of insect. They  
18 come in thousands of species, but only a few of them are common household pests. Cockroaches also carry  
19 substances such as feces on their body. They can release these substances into the air, causing allergic reactions  
20 or asthma attacks. The debris from dead roaches, body parts, or poop also can trigger allergies or  
21 asthma. Roaches can also contaminate your food, utensils and even surfaces where you prepare your  
22 food. This may cause health hazards such as food poisoning and infections. Cockroaches are fast moving insects  
23 with legs, wings, and long antennae. Cockroaches develop from an egg (oothecae), then hatch into nymphs, and  
24 finally grow into adult cockroaches. They only develop wings in their adult stage. A female cockroach mates  
25 and carries around the eggs or ootheca, which is pillow shaped and has up too 48 eggs, depending on the  
26 species. Studies show that cockroaches are responsible for the spread of thirty-three types of bacteria, six  
27 varieties of parasitic worms and seven types of pathogens. Cockroaches can spread germs and diseases:  
28



1 diarrhea; cholera; typhoid fever; leprosy; dysentery; plague; poliomyelitis; salmonella; e-coli. Cockroach  
2 allergens can cause chronic symptoms that last longer than other seasonal allergies.

3 140. While Plaintiff Cecil Elmore was a resident at this address of 451 S Main Street, Los Angeles,  
4 California, 90013, Plaintiff Cecil Elmore filed complaints to the Defendants County of Los Angeles in regards to  
5 the inhabitable living conditions of cockroach infestations (in which the cockroaches have wings), pest  
6 infestations (such as bed bugs, maggots and flies), feces in hallways, no running water, and elevators not  
7 operable. And as a result of retaliation from Defendants Ruben Islas Jr; Ruben Islas; Martha Enriquez; Jules  
8 Lucius Arthur; Michael Vasquez; Wendy Contreras; Aracelli Castillo; Sherry Dicko; Je T'aime Bradshaw; Rachel  
9 Gilgar; Luther Gadson; Danielle Williams; Joel Jimenez; Logan Capital Advisors, LLC; The Rosslyn Lofts Housing  
10 Partners, LP; Logan Property Management, INC.; The Amerland Group, LLC; Bethany Spooner; Rosslyn Partners,  
11 LLC; Suffolk Development, LLC; Islas Development, LLC; Pacific Housing, INC.; Mark Wiese. These Defendants  
12 conducted emotional and physical harm to Plaintiff Cecil Elmore. These said Defendants have a large network of  
13 political figures such as Fiona Ma who is the California State Treasurer (who is also the business partner of  
14 Defendant Ruben Islas Jr), business and personal relationships that have been used to harm the Plaintiff Cecil  
15 Elmore both physically and mentally as these Defendants and each of them have been engaging in unlawful  
16 corruption. Los Angeles Housing Department has Defendant The Rosslyn Lofts Housing Partners, LP at address  
17 451 S Main Street, Los Angeles, California, 90013 listed and advertised as low-income housing for potential  
18 residents in the State of California. It states total number of units at this property is 297, of these 88 studio units  
19 at 35% AMI, 2 mobility studio units at 35% AMI, 159 studio units at 60% AMI [Source: lahousing.lacity.org].

20 141. On February 23, 2021, Defendants Ruben Islas Jr; Ruben Islas; Martha Enriquez; Bethany  
21 Spooner; Michael Vasquez; Wendy Contreras; Luther Gadson; Aracelli Castillo; The Rosslyn Lofts Housing  
22 Partners, LP; Rosslyn Partners, LLC; Logan Property Management, INC.; Logan Capital Advisors, LLC; The  
23 Amerland Group, LLC; Suffolk Development, LLC; Islas Development, LLC; Pacific Housing, INC.; Mark Wiese,  
24 collectively conspired in concert as they filed to Superior Court of California, County of Los Angeles, Stanley  
25 Mosk Courthouse a Temporary Workplace Restraining Order against Plaintiff Cecil Elmore who is a resident at  
26 address 451 S Main Street, Los Angeles, California, 90013 and is not an employee of the persons and companies  
27 who filed this Temporary Restraining Order. The Judge granted this Temporary Workplace Restraining Order as  
28

1 Plaintiff Cecil Elmore was never notified of this. The Temporary Workplace Restraining Order from Defendants  
2 involved and each of them, was unlawful, defamatory, untrue, and in retaliation to Plaintiff Cecil Elmore.

3 142. A Bill in the California legislator to promote diversity in TV and Film would also help a housing  
4 developer who wants to build a \$200 million film studio in Banning, California. The housing developer they are  
5 referring to is Defendant Ruben Islas Jr. The Bill would add Banning, California as an area where producers pay  
6 lower mileage rates per diems. The Bill would also create a new \$200 million annual tax-credit for "minority  
7 films" – independent productions that are minority-owned and employ a majority non-white cast and crew. The  
8 developer behind the studio project, Ruben Islas, told Variety in an interview this week that his aim is to produce  
9 films with uplifting and inclusive messages. He said he wanted to see more positive depictions of Latinos, which  
10 would reflect his own experience growing up in a low-income neighborhood in San Diego. "I understand there  
11 is a void for representation for minorities," Islas said. "I hope I can create a place that can foster new talent and  
12 new films." The proposal has the backing of the State of California Treasurer, Fiona Ma, who is a long time  
13 supporter of the States Film Tax-Credit Program. Fiona Ma is the sponsor of the Bill – AB986 – and helped  
14 Ruben Islas identify the City's airport as the development site. Ma and Islas, toured the site about four months  
15 ago, in the talks have progressed from there, said James Wurtz, the City's Economic Development  
16 Manager. Defendant Ruben Islas Jr also recently contributed \$15,600 to Fiona Ma's re-election campaign,  
17 according to State Campaign Finance Records. In an interview, Ma talked up Islas' "dream project" – dubbed  
18 Grandave Studios – as a way to keep diverse productions in the State. State of California Treasurer Fiona Ma  
19 said, "this is modeled after the Tyler Perry Studio," she said. "We're trying to level the playing field with  
20 this." Islas presented his plans at a Banning City Counsel meeting last month. Fiona Ma called into the meeting  
21 to offer her support for the project. Defendants Ruben Islas Jr; Ruben Islas at this hearing "I've got the  
22 money. I'm gonna do it," he said at the meeting. "So lets get things approved." Mayor Colleen Wallace told  
23 Variety, "I have seen the highs and I've seen the lows. It's low now. This will help us. This will put us on the  
24 map." State of California Treasurer Fiona Ma eluded in the Counsel Meeting to providing Tax-Credits to help  
25 make the project a reality. Assemblyman Mike Gipson, who introduced the bill last month, said it represented  
26 win-win for the State and for the Entertainment industry. [Source variety.com "California Officials want Films to  
27 be more Diverse. Their plan would help a studio developer in Banning" published March 11, 2021 by Gene  
28 Maddaus].



1        143.        On the website logancapitaladvisors.com it states that Defendant Logan Capital Advisors, LLC  
2 has a portfolio of 3,966 multi-family rental homes consist of 15 affordable properties totaling 2,014 units and 10  
3 conventional properties totally 1,952 units. Defendant Logan Capital Advisors, LLC conducts property business  
4 in California, Nevada, New Mexico and Colorado expanding to Washington State. Defendant Logan Capital  
5 Advisors, LLC legal counsel is attorney Christopher Steward. Posted on this website, Defendant Logan Capital  
6 Advisors, LLC buys: Southern Highlands Complex for \$64 million (published July 9, 2018); Bayclub Apartments for  
7 \$35.7 million (published July 29, 2020); multi-family property in Phoenix, Arizona for \$42 million (published  
8 March 5, 2021); continues Phoenix, Arizona multi-family expansion for 4<sup>th</sup> acquisition for \$37.2 million; South  
9 Beach Apartments in Las Vegas, Nevada for \$97.5 million (published March 1, 2022); The Overlook at Buffalo  
10 Park in Flagstaff, Arizona for \$75 million (published July 18, 2022); CTC Ellsworth in Mesa, Arizona for \$53 million  
11 (published December 29, 2022). Sale of Phoenix, Arizona Covid acquisition for \$69.7 million (published June 22,  
12 2022).

13        144.        On March 16, 2021, Honorable Judge David W. Swift after Plaintiff Cecil Elmore and Defendants  
14 evidence along with testimony was presented in Court during a Hearing for a Restraining Order. Honorable  
15 Judge David W. Swift ruled in favor of Plaintiff Cecil Elmore as Plaintiff clearly showed and provided evidence  
16 that the Defendants acted in malice, retaliation and all accusations about Plaintiff Cecil Elmore were  
17 defamatory, untrue and false. Defendants involved in this Restraining Order promised on a signed affidavit to  
18 the Court that they will provide audio and video footage of Plaintiff Cecil Elmore doing unlawful acts to Plaintiff,  
19 these Defendants did not provide audio and video footage as promised which proved Plaintiff Cecil Elmore never  
20 committed any unlawful acts to any Defendants and/or persons/businesses in need of so-called protection  
21 against Plaintiff Cecil Elmore.

22        145.        The property of 451 S Main Street, Los Angeles, California, 90013 has received a slew of  
23 violations from the Plaintiff Cecil Elmore complaint which have come from Defendant County of Los Angeles (Los  
24 Angeles County Department of Public Health Environmental Health Division) and County of Los Angeles (Los  
25 Angeles Housing Department) and Los Angeles County Housing Department Code Enforcement Division. The  
26 County of Los Angeles Department of Public Health has been unlawfully, negligently, maliciously, and  
27 intentionally aiding and abiding along with conspiring numerous fraudulent Official Health Inspection Reports to  
28 unlawfully, maliciously, negligently and intentionally engage in unlawful collusion as they encouraged

1 Defendants Ruben Islas Jr; Ruben Islas; Martha Enriquez; Jules Lucius Arthur; Mark Wiese; Mark Runkle; Michael  
2 Vasquez; Joel Jimenez; Sherry Dicko; Je T'aime Bradshaw; Luther Gadson; Rachel Gilgar; Wendy Contreras;  
3 Aracelli Castillo; Danielle Williams; Gonzalo Rivera; The Rosslyn Lofts Housing Partners, LP; Logan Capital  
4 Advisors, LLC; Logan Property Management, INC.; Rosslyn Partners, LLC; Suffolk Development, LLC; Islas  
5 Development, LLC; Pacific Housing, INC.; The Amerland Group, LLC, to obtain unlawful monetary funds, grants,  
6 loans from residents, Local, State and Federal Funding.

7 146. The Defendants Ruben Islas Jr; Ruben Islas keeps using his network of political figures such as  
8 Fiona Ma, State of California Treasurer, business and personal relationships to harm physically and mentally  
9 Plaintiff Cecil Elmore. The other Defendants utilized by Defendants Ruben Islas Jr; Ruben Islas against Plaintiff  
10 Cecil Elmore are Defendants Martha Enriquez; Jules Lucius Arthur; Michael Vasquez; Wendy Contreras; Luther  
11 Gadson; Danielle Williams; Aracelli Castillo; Sherry Dicko; Je T'aime Bradshaw; Rachel Gilgar; Joel Jimenez; Logan  
12 Capital Advisors, LLC; The Rosslyn Lofts Housings Partners, LP; Logan Property Management, INC.; The Amerland  
13 Group, LLC; Bethany Spooner; Rosslyn Partners, LP; Suffolk Development, LLC; Islas Development, LLC; Pacific  
14 Housing, INC.; Mark Wiese; Gonzalo Rivera; Melinda Johnson; Cynthia Parry; Chase Protective Services, INC.;  
15 Thomas Paul White; Jose Ramirez; RBW Security Services INC.; Master Muhammad; Hughford Muhammad;  
16 Dewey Services, Incorporated; Knowles Security, INC.; Joe Zuniga; Kevin Zuniga; Jose Sandin; Tryrone Jenkins;  
17 Keandre Stephenson; City of Los Angeles; Los Angeles Police Department; DOES 1 – 15; Brian Hsiao; Marie Sfair;  
18 Michelle Tsiebos; Richard Lavin; Jangbir Singh; Gina Kojayan; DOE 16 Valerie; Domonick Lawrence Guy; Tonyua  
19 Newsome; Ruby Montoya; Alico Security Group, INC.; Manal Sabry; Daniel Wheeler; Starbucks Corporation;  
20 Walmart INC.; 365 No Days Off LLC; Michael Hudson; Stephon DOE; Caleb Gardner; Lorraine Poster; Abbas  
21 Eftekhari; Ted Dean Conley; Ray, Aloia & Conley, LLP; Quinn Nguyen; Valerie Sosa; Harold Beard; Inspiration  
22 Property Management, INC.; Claudia Jauregui; Erica Delery; Michael Childress; DOES 1 to 25 and Non-  
23 Defendants State of California Bureau of Security and Investigative Services; County of Los Angeles; Burbank  
24 Police Department; California Department of Fair Employment & Housing; Community Redevelopment Agency  
25 of The City of Los Angeles.

26 147. Plaintiff Cecil Elmore filed Civil Lawsuits against Defendants Ruben Islas Jr; Ruben Islas Martha  
27 Enriquez; Michael Vasquez; Wendy Contreras; Sherry Dicko; Je T'aime Bradshaw; Aracelli Castillo; Danielle  
28 Williams; Luther Gadson; Rachel Gilgar; Joel Jimenez; Logan Capital Advisors, LLC; The Rosslyn Lofts Housings



Partners, LP; Logan Property Management, INC.; The Amerland Group, LLC; Bethany Spooner; Melinda Johnson; Cynthia Parry; Ruby Montoya; Chase Protective Services, INC.; Thomas Paul White; Jose Ramirez; RBW Security Services INC.; Master Muhammad; Hughford Muhammad; Dewey Services, Incorporated; Knowles Security, INC.; Joe Zuniga; Kevin Zuniga; Brian Hsiao; Marie Sfair; Michelle Tsiebos; Richard Lavin; Jangbir Singh; Domonick Lawrence Guy; Alico Security Group, INC.; Manal Sabry; Daniel Wheeler; Tyrone Jenkins; Keandre Stephenson; Jose Sandin; Ricardo Lopez; Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Armine Nazarian; Armine Nazarian D.M.D.; Ted Dean Conley; Ray, Aloia & Conley, LLP; Quinn Nguyen; Bank of America; GWIS, LLC; Adam Doench; Justin Ostensen; Karen Armstrong; Christi Stewart; Universal Services of America, LP; DOES 7 and DOES 8 listed as Los Angeles Police Department ("LAPD"). And during Plaintiff Cecil Elmore Civil Lawsuits against said Defendants stated above, the Defendants unlawfully engaged in Civil Racketeering and included more physical violence, threats of violence and threats of murder to Plaintiff Cecil Elmore which have resulted in physical and emotional injury to Plaintiff Cecil Elmore.

148. During Plaintiff Cecil Elmore civil litigation against Defendants in the paragraph above, the Defendants severely injured Plaintiff Cecil Elmore right hand to the point Plaintiff Cecil Elmore is not able to perform daily duties with his right hand as he is right-handed. As a result of battery and assault by Defendants in July 2023, Plaintiff Cecil Elmore has sustained an eye injury after being sprayed with a toxic chemical that burned his eyes.

149. These Defendants listed in this complaint forced Plaintiff Cecil Elmore to dismiss his lawsuits with physical violence and threats of violence to dismiss his Civil cases filed previously at Stanley Mosk Courthouse, Los Angeles, California, 90012.

150. During the retaliation of physical violence and threats of violence against Plaintiff Cecil Elmore the Defendants Ted Dean Conley; Ray, Aloia & Conley, LLP; County of Los Angeles; City of Beverly Hills; City of Los Angeles; Los Angeles Police Department ("LAPD") conspired and retaliated against Plaintiff Cecil Elmore which caused irreparable harm to Plaintiff. After Plaintiff and Gurkirn Hundal were shot at in a murder for hire attempt, Defendants Ruben Islas Jr; Ruben Islas co-conspirator Christopher Phillip Lomilli Sr., had the revolver firearm that was used in the shooting in a bag as he was running out of The Alexandria Hotel the night of the shooting.

151. Defendants Ruben Islas Jr; Ruben Islas; Martha Enriquez; Jules Lucius Arthur, had a major fire at

1 an apartment property they owned, operated, managed called Casa de Vallejo in Vallejo, California, which killed  
2 numerous residents and other residents suffered minor injuries said Vallejo Fire Department spokesman William  
3 Tweedy. A total of 59 firefighters were at the scene with 13 engines, five ladder trucks and nine ambulances,  
4 Tweedy said. The estimated property loss is in the millions, he said. As some displaced seniors were able to  
5 move in with family, while about 80 seniors were placed in other assisted/living centers or local  
6 hotels. Permanent living situations are being sought, said RedCross spokeswoman Melanie Sanders. Doctors  
7 and pharmacists also worked with the seniors to make sure they were physically well and had any prescription  
8 medications they need, she said. Anybody who is interested in helping the displaced seniors should call (888)  
9 443-5722 or visit [www.redcrossbayarea.org](http://www.redcrossbayarea.org). Jules Lucius Arthur said the property management company is  
10 trying to determine how quickly the Casa de Vallejo can be repaired and reopened to the seniors. The fact that  
11 the seniors were on HUD vouchers makes it harder for them to find long-term housing in the meantime he said  
12 [This information was found at sfgate.com under the story heading "Deadly Vallejo Fire Under Investigation"].

13 152. As four (4) people have died as a result of this deadly fire. Numerous Plaintiffs filed lawsuits  
14 against Defendants Ruben Islas Jr; Ruben Islas; Jules Lucius Arthur; Martha Enriquez. Plaintiff claimed that  
15 managers knew that a resident, a chronic alcoholic, had a "habit of smoking cigars while receiving medical  
16 oxygen" but they "provided (him) with alcohol and/or smoking tobacco" anyway. At least twenty-seven (27)  
17 residents sued Defendant The Amerland Group, LLC, claiming owners and managers of the Casa de Vallejo blew  
18 off two (2) fire code citations and failed to fix the alarm system. In that complaint, the residents claimed that  
19 the Defendants also refused to fix fire-code violations at two (2) properties in Los Angeles even after they were  
20 criminally cited for it. Those two (2) properties are Defendant The Rosslyn Lofts Housing Partners, LP at address  
21 451 S Main Street, Los Angeles, California, 90013 and Alexandria Hotel at address 501 S Spring Street, Los  
22 Angeles, California, 90013. In April 2008, then Los Angeles City Attorney Rocky Delgadillo filed 36 Criminal  
23 Counts against the companies related to fire code violations for the properties located in Los Angeles.

24 153. The Alexandria Hotel owned by Defendants Ruben Islas Jr; Ruben Islas; Jules Lucius Arthur had  
25 an acquisition and renovation that was funding by more than \$56 Million in tax-exempt bonds issued by the  
26 CRA, low-income housing tax credits and other sources.

27 154. In December 2007, several current and former residents of Alexandria Hotel and the Los Angeles  
28



1 Community Action Network filed a lawsuit against Alexandria Housing Partners, the CRA and the City of Los  
2 Angeles. Among other complaints, the suit alleged that during renovations, hotel residents had been subjected  
3 to electricity and water shut-offs, faulty elevator service and other problems. Some also claim that they had  
4 been forced out of the hotel. The CRA and the developer filed additional claims against each other and a  
5 restraining order was filed. A restraining order against the Alexandria Hotel from the U.S. District Court  
6 prohibited the displacement of Alexandria tenants. In the Case of *Leonard Woods v. Alexandria Housing*  
7 *Partners, L.P.; Logan Property Management, INC., et al*, Federal Case No.: CV07-08262 MMM (JWJx), Case was  
8 dismissed with prejudice pursuant to settlement agreement by Judge Margaret M. Morrow. The office of the  
9 City Attorney Rockard J. Delgadillo, City Attorney request for closed session pursuant to Government Code  
10 Section 54956.9(a), recommendation for settlement, *Leonard Woods et al., v. Alexandria Housing Partners, L.P.,*  
11 *et al.*, filed on February 5, 2009. [Source: clkrep.lacity.org]. Forthwith subject to Mayors approval counsel file  
12 no.: 08-2593, counsel approval date February 11, 2009 [Source: clkrep.lacity.org]. The attorney Benjamin  
13 Trachtman represented Defendant Alexandria Housing Partners, L.P., in this case above titled *Leonard Woods, et*  
14 *al., v. Alexandria Housing Partners, L.P., et al.* On February 11, 2009 the Community Redevelopment Agency of  
15 the City of Los Angeles, California, and Alexandria Housing Partners, L.P., filed a permanent loan agreement  
16 \$11,900,000.00, loan #872550A [Source: clkrep.lacity.org].

17 155. On March 9, 2021, Plaintiff Cecil Elmore received a document from Los Angeles Housing +  
18 Community Investment Department; Rent Stabilization Division – Investigation & Enforcement. In the  
19 document it contained HCIDLA Case Number: CE258992 and confirmed that its investigation into the property  
20 451 S Main Street, Los Angeles, California, 90013.

21 156. On March 17, 2021, Plaintiff Cecil Elmore received a document from State of California  
22 Department of Fair Employment & Housing. In this document, it informed the Plaintiff that his complaint has  
23 been reassigned for investigation to Tonyua Newsome, Consultant III, Specialist. Investigative findings are  
24 analyzed and will contact Plaintiff for additional information is needed. This document also included Case  
25 Number: 202101-12473529; HUD Number: 09-21-4312-8 and Case Name: Elmore / Logan Property  
26 Management, INC. et al.

27 157. Since the early 2000's, Defendant Starbucks Corporation has had a policy of giving free coffee to  
28

Police Officers. This is a way Defendant Starbucks Corporation has a way to curry favor with the Police Department [Source: thecommoncafe.com "Starbucks' Free Coffee For Police Officers: A Controversial Policy]. Since 2011, Defendant Starbucks Corporation joined Burbank Police Department and Law Enforcement through the Coffee with a Cop Program which is brought to Starbucks stores with their partners Burbank Police Department and Law Enforcement Police Officers. In 2017, Defendant Starbucks Corporation announced they were partnering with the International Association of Chiefs of Police and Major Cities Chiefs Association to expand the events. Since then, Defendant Starbucks Corporation has supported more than 1500 Coffee with a Cop Events [Source: Stories.Starbucks.com]. For example, on October 2, 2019, there was a National Coffee with a Cop Day at Defendant Starbucks Corporation store located at address 1520 W. Olive, Burbank, California. From December 1, 2020, Defendant Starbucks Corporation gave Los Angeles Police Department Police Officers and employees a free tall brewed coffee until December 31, 2020. Defendant Starbucks Corporation has a business and personal relationship with Police Departments throughout the United States of America, and with this relationship, Law Enforcement Police Officers favor Defendant Starbucks Corporation. Law Enforcement Police Department Officers are receiving Defendant Starbucks Corporation store products in exchange for Law Enforcement duties and Defendant Starbucks Corporation favor.

158. Plaintiff Cecil Elmore for the Case *Cecil Elmore v. Abbas Eftekhari, et al.*, Case No.: 22STCV00240 filed Received to Presiding Judge Michelle Williams, documents in regard to Judge Edward B. Moreton, Jr; Richard Salazar and Javier Fletes, misconduct, unlawful collusion and interference with Plaintiff case being unlawfully disposed. The Presiding Judge Michelle Williams did not make a decision or respond back to Plaintiff within ninety days as she never did so. With this being said, Presiding Judge Michelle Williams did not suspend, discipline, reduce salary, of Judge Edward B. Moreton Jr.; Richard Salazar and Javier Fletes.

159. Defendants Ruben Islas Jr; Ruben Islas, Grandave Capital CEO, greets New Mexico House Speaker Javier Martinez at the State Capital in Santa Fe as Islas launches a social justice film initiative in New Mexico. [Source abqjournal.com "Director, Producer, and CEO Grandave Capital Ruben Islas launches Social Justice in Film Initiative at New Mexico State Capitol" published February 6, 2024 by Sam Wasson].

160. On February 13, 2024, at address 451 S Main Street, Los Angeles, California, 90013, owned, operated, maintained and managed by Defendants Ruben Islas Jr; Ruben Islas. A Defendant 365 No Days Off, LLC security guard stated to Plaintiff that Defendant Stephon DOE had a bunch of packages unclaimed



1 downstairs in the lobby area in a room where packages are stored for residents. The Defendant 365 No Days Off  
2 LLC, unlicensed security guard Defendant Stephon DOE knocked on resident unit 829 apartment door to notify  
3 them of packages that need to be claimed. After Defendant Stephon DOE knocked on the door he stated that  
4 he was going to call the Police. One of the persons in apartment unit 829 then jumped out of the window,  
5 falling to their death on 5<sup>th</sup> Street. A woman inside of this apartment unit came out screaming, cursing all while  
6 recording Defendant Stephon DOE in regards to the person who jumped out of the window death. The other  
7 Defendant 365 No Days Off LLC, security guard stated that Defendant Stephon DOE was in the back office with  
8 managers trying to figure out what to do next. The other security guard working for Defendant 365 No Days Off  
9 LLC, in uniform and on duty called the Los Angeles Police Department and made a Police Report regarding the  
10 incident of the person in unit 829 jumping to their death. Plaintiff Cecil Elmore and Gurkirn Hundal witnessed  
11 Defendant Stephon DOE appearing distressed, coming from a back-room office that has double doors with two  
12 Defendant Inspiration Property Management, INC., managers or employees trailing Defendant Stephon  
13 DOE. Unlicensed security guard Defendant Stephon DOE mother came to pick him up from work. This is  
14 another example of the dangers, negligence, and unlawful conspiracy in concert that Defendants conduct on  
15 behalf of Defendants Ruben Islas Jr; Ruben Islas and other Defendants to conceal negligence. On February 23,  
16 2024, Plaintiff Cecil Elmore contacted State of California Bureau of Security and Investigative Services employees  
17 Defendants Ruby Montoya; Cynthia Parry and Robin Perez via email in regard to Defendants 356 No Days Off  
18 LLC; Stephon DOE; Inspiration Property Management, INC.; Ruben Islas Jr; Ruben Islas; and other Defendants  
19 negligence on the property of Defendant The Rosslyn Lofts Housing Partners, LP at address 451 S Main Street,  
20 Los Angeles, California, 90013. Plaintiff reported this incident to these Defendants with hopes that Defendants  
21 365 No Days Off LLC; Michael Hudson; Stephon DOE; and other Defendants will be disciplined and removed  
22 immediately from all security guard duties on the premises.

23 161. In summary, Defendant Ruben Islas Jr; Ruben Islas are actively engaging in a pattern of  
24 racketeering activity connected to the establishment and conduct of his enterprise Logan Capital Advisors, LLC,  
25 which owns, operates, manages, other businesses owned, operated, managed and maintained by Defendant  
26 Ruben Islas Jr; Ruben Islas. During the course of this unlawful racketeering engaged by Defendant Ruben Islas Jr;  
27 Ruben Islas through unlawful business transactions, a large Political network and violence thus aiding and  
28 abetting numerous unlawful acts against Plaintiff Cecil Elmore. Plaintiff has raised numerous complaints that

1 have led to violations against Defendant Ruben Islas Jr; Ruben Islas and other Defendants which raised the bar  
2 for retaliation, corruption, violence and unlawful interference to numerous Civil Lawsuits filed by Plaintiff in the  
3 State of California in which Plaintiff sustained irreparable harm caused by a slew of Defendants in their  
4 racketeering enterprise. With Plaintiff merit of complaints against Defendant Ruben Islas Jr; Ruben Islas, this  
5 placed the Defendants unlawful racketeering enterprise in jeopardy of failing to acquire an operate the “dream  
6 project” in Banning, California a property including production studio, distribution studio, airport for  
7 transporting narcotics. With the funding coming directly from a grant provided by Local, State and Federal  
8 Funding of \$200 million along with tax credits and a Bill passed through Law in California with the assistance and  
9 backing with the State of California Treasurer Fiona Ma. The Defendant Ruben Islas Jr; Ruben Islas even went  
10 through the great lengths of unlawfully interfering with Plaintiff Civil Lawsuits filed in California, Police Reports,  
11 Investigations, complaints, and a murder for hire with the intent to murder Plaintiff Cecil Elmore and Gurkirn  
12 Hundal. In this Federal Lawsuit Plaintiff has a slew of claims for numerous unlawful acts that have caused  
13 significant damage to Plaintiff directly from Defendant Ruben Islas Jr; Ruben Islas, racketeering and corrupt  
14 enterprise of power. Collectively in concert Defendants and each of them unlawfully aided and abetted  
15 Defendant Ruben Islas Jr; Ruben Islas racketeering enterprise. Defendant Ruben Islas Jr; Ruben Islas  
16 intentionally, maliciously, unlawfully with the help of other Defendants misappropriated monetary funds,  
17 grants, loans, tax credits from residents, citizens, Local, State, Federal funding in which Defendant Ruben Islas Jr;  
18 Ruben Islas and other Defendants with malice intent unlawfully did not pay back loans, mortgage from Local,  
19 State and Federal funding that were for address 451 S Main Street, Los Angeles, California, 90013 an apartment  
20 building mostly for low-income and disabled residents. With Defendant Ruben Islas Jr; Ruben Islas and  
21 Defendants throughout this Federal Lawsuit they collectively unlawfully displaced residents from having a home  
22 or residence. Defendant Ruben Islas Jr; Ruben Islas on behalf of his companies filed two fraudulent false  
23 Temporary Workplace Restraining Orders that were granted without merit against Plaintiff. When those two  
24 hearings were held with Plaintiff for a continued Restraining Order Judge David W. Swift ruled in favor of  
25 Plaintiff to deny a continued Restraining Order. Defendants Ruben Islas Jr; Ruben Islas, and other Defendants  
26 intentionally, maliciously, negligently, unlawfully, harassed, ruined the reputation and caused direct harm to  
27 Plaintiff Cecil Elmore from these two Temporary Workplace Restraining Orders which have now caused extreme  
28 hardship for Plaintiff. Defendants counsel wrote affidavits stating that there was a video for the first Temporary



1 Restraining Order against Plaintiff Cecil Elmore in 2021 that proved with evidence that Plaintiff harassed and  
2 threatened the persons in which the Temporary Workplace Restraining Order was filed for. During the Court  
3 hearing the persons who the Restraining Order was filed for and attorney Christopher Steward did not provide  
4 Judge David W. Swift with the video footage as promised to the Court. This proves along with Judge David W.  
5 Swift ruling in favor of Plaintiff Cecil Elmore that Plaintiff Cecil Elmore did not harass or threaten any of the  
6 persons or businesses involved in that Restraining Order. In retaliation again, Defendants Ruben Islas Jr; Ruben  
7 Islas and his businesses filed a second Temporary Workplace Restraining Order against Plaintiff Cecil Elmore. In  
8 the affidavit filed to the Court on behalf of the persons, businesses and their attorney Christopher Steward they  
9 stated that yet again they have video footage evidence of Plaintiff Cecil Elmore harassing and threatening  
10 persons and businesses whom in which the Temporary Workplace Restraining Order was for. At the Court  
11 hearing for a Continued Temporary Workplace Restraining Order, the persons, businesses and attorney  
12 Christopher Steward showed Judge David W. Swift video footage of Plaintiff Cecil Elmore not harassing or  
13 threatening any of the persons and businesses whom which the Temporary Restraining Order was for. Thus  
14 proving again, Plaintiff Cecil Elmore did not harm, threaten with violence or harass any of the persons and  
15 businesses which the Temporary Workplace Restraining Order was for. Defendants Ruben Islas Jr; Ruben Islas,  
16 owns, operates, managers, works with Defendants The Rosslyn Lofts Housing Partners, LP; Rosslyn Partners, LLC;  
17 Logan Capital Advisors, LLC; Logan Property Management, INC.; Pacific Housing, INC.; Suffolk Development, LLC;  
18 Islas Development, LLC; The Amerland Group, LLC; that have been engaging in unlawful business practices of  
19 unlawfully discriminating, harassing, intimidating and unlawfully evicting disabled and African American  
20 residents with the intent to replace those residents with Latinx residents. Defendants Ruben Islas Jr; Ruben Islas  
21 and the businesses he owns, manages, operates and works with Defendants The Rosslyn Lofts Housing Partners,  
22 LP; Rosslyn Partners, LLC; Pacific Housing, INC.; Logan Capital Advisors, LLC; Logan Property Management, INC.;  
23 Suffolk Development, LLC; Islas Development, LLC; The Amerland Group, LLC; Inspiration Property Management,  
24 INC.; Breach Front Property Management, INC., allow, aid and abet, encourage Defendant Ricardo Lopez to sell  
25 narcotics and prescription drugs at address 451 S Main Street Unit 429, Los Angeles, California, 90013 and  
26 Jonathon Flores to sell narcotics at address 451 S Main Street Unit 433, Los Angeles, California, 90013 in the  
27 direct benefit and unlawful racketeering organization of Defendants Ruben Islas Jr; Ruben Islas; The Rosslyn  
28 Lofts Housing Partners, LP; Rosslyn Partners, LLC; Pacific Housing, INC.; Logan Capital Advisors, LLC; Logan

1 Property Management, INC.; Suffolk Development, LLC; Islas Development, LLC; The Amerland Group, LLC.  
2 Defendant Michael Vasquez stated that his boss Defendant Ruben Islas Jr; Ruben Islas said that Defendant  
3 Ruben Islas Jr; Ruben Islas is defaulting on his payments of the building so that Plaintiff Cecil Elmore and  
4 Gurkirn Hundal will not recover any compensation from the lawsuit. And the "niggers" they don't like are going  
5 to get evicted from the Rosslyn Lofts. A slew of Defendants listed on this Federal Lawsuit Complaint are  
6 responsible for Plaintiff Civil Rights violated by violence, interference and force as they all have knowledge of  
7 Plaintiff lawsuits filed and/or pending against Defendants. As these unlawful acts were committed against the  
8 Plaintiff in a dangerous form of retaliation because of Plaintiff being a Plaintiff Party to Cases and a Witness to a  
9 numerous amount of Civil Lawsuits filed in California and testifying against Defendant Domonick Lawrence Guy.  
10 Defendant Keandre Stephenson wrote a signed letter stating that Plaintiff Cecil Elmore files Civil Lawsuits against  
11 everybody. As this proves that even Defendant Keandre Stephenson is retaliating on behalf of Defendants that  
12 Plaintiff have filed Civil Lawsuits against in the County of Los Angeles, Superior Court in Los Angeles, California.

13  
14 **V. CLAIMS FOR RELIEF**

15  
16 **FIRST CAUSE OF ACTION**

17 **VIOLATION 42 U.S. CODE § 1983**

18 **(PLAINTIFF AGAINST ALL DEFENDANTS LISTED ON FEDERAL LAWSUIT IN ITS ENTIRETY)**

19 162. Defendant Ruben Islas Jr; Ruben Islas, manages, maintains, operates and owns a racketeering  
20 Influenced and corruption organization with the unlawful assistance of all Defendants listed in this Federal  
21 Lawsuit in its entirety. These Defendants maliciously, intentionally, negligently, unlawfully, in concert directly  
22 unlawfully aid and abet Defendant Ruben Islas Jr; Ruben Islas and his entire organization, misappropriate  
23 unlawful monetary funds from Plaintiff, residents, citizens, Local, State and Federal funding, grants, loans, and  
24 tax credit breaks.

25 163. These Defendants and each of them play a major role in the unlawful interference with Civil  
26 Lawsuits filed by Plaintiff in the State of California as these Defendants with the help of other persons,  
27 businesses, Politicians, and employees of entities, in concert retaliated against Plaintiff.  
28



**SECOND CAUSE OF ACTION**

**VIOLATION FRAUD**

(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

164. Plaintiff Cecil Elmore states that he was a dental patient of the Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri at address 3909 Sepulveda Blvd., Culver City, California, 90230. These Defendants owed to Plaintiff Cecil Elmore a duty to exercise and care in their service; diagnosis and/or treatment of Plaintiff Cecil Elmore dental needs. Said Defendants each failed to exercise ordinary care for their services and/or professions to Plaintiff Cecil Elmore.

165. The Defendants in paragraph 164 negligently failed to exercise the degree of knowledge of proper skill and their services. Each of them so negligently and unskillfully performed, failed to perform and/or assisted during the care and treatment of Plaintiff Cecil Elmore. These Defendants failed to properly treat and provide reasonable dental services to Plaintiff Cecil Elmore. Which they failed to adhere to the standard and applicable dental community.

166. On this date of April 26, 2019, the Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri ordered and had an unlicensed Defendant DOE 1 (by the Dental Board of California and Dental Hygiene Board of California) employee perform a dental procedure on the Plaintiff Cecil Elmore. All persons who perform dental procedures on patients in the State of California, are required to be licensed by the Dental Board of California and/or Dental Hygiene Board of California. With this being said, the Defendants unlicensed Defendant DOE 1 dental employee is not legally permitted to perform any dental and/or medical care on Plaintiff Cecil Elmore in the State of California. By the Defendants intentionally not notifying, purposely concealing and deceit towards Plaintiff Cecil Elmore of the Defendants unlicensed dental female employee performing dental procedures on Plaintiff Cecil Elmore. As these Defendants committed fraud against Medi-Cal and Plaintiff Cecil Elmore.

167. The Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1, unlawfully conspired and maliciously, intentionally, negligently to intentionally violated HIPPA Privacy Rule and the HIPPA Security Rule to Plaintiff Cecil Elmore. As Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S., and Navid Kabiri encouraged and enforced Defendant DOE 1 to unlawfully obtain Plaintiff Cecil Elmore dental records. These Defendants and each of them collectively, intentionally, and

1 maliciously conspired in concert to cause intentionally harm to Plaintiff Cecil Elmore as these Defendants had an  
2 unlicensed Dental Board of California and/or Dental Hygiene Board of California employee Defendant DOE 1  
3 fraudulently impersonating an employee who is licensed through the Dental Board of California and/or Dental  
4 Hygiene Board of California employee. These Defendants and each of them intentionally, negligently and  
5 maliciously, violated the Health Insurance Portability and Accountability Act of 1996 (HIPPA): Title II against  
6 Plaintiff Cecil Elmore.

7 168. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
8 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
9 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1  
10 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful,  
11 oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these  
12 Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

13  
14 **THIRD CAUSE OF ACTION**

15 **VIOLATION CONFIDENTIALITY OF MEDICAL INFORMATION ACT (CMIA)**

16 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

17 169. Plaintiff incorporates by reference the allegations of paragraphs 164 through 168 above, as if  
18 each such allegation was set forth herein.

19 170. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
20 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
21 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1  
22 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful,  
23 oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these  
24 Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

25  
26 **FOURTH CAUSE OF ACTION**

27 **VIOLATION LIABILITY FOR BREACH OF FIDUCIARY DUTY (29 U.S. CODE § 1109)**

28 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)



171. Plaintiff incorporates by reference the allegations of paragraphs 164 through 168 above, as if each such allegation was set forth herein.

172. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

#### **FIFTH CAUSE OF ACTION**

VIOLATION HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): TITLE II  
(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

173. Plaintiff incorporates by reference the allegations of paragraphs 164 through 168 above, as if each such allegation was set forth herein.

174. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

#### **SIXTH CAUSE OF ACTION**

VIOLATION CALIFORNIA BUSINESS AND PROFESSIONS CODE § 4301  
(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

175. Plaintiff incorporates by reference the allegations of paragraphs 164 through 168 above, as if each such allegation was set forth herein.

176. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and

1 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
2 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1  
3 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful,  
4 oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these  
5 Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

6  
7 **SEVENTH CAUSE OF ACTION**

8 **VIOLATION CAL. CIV. CODE § 56.36**

9 **(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)**

10 177. Plaintiff incorporates by reference the allegations of paragraphs 164 through 168 above, as if  
11 each such allegation was set forth herein.

12 178. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
13 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
14 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1  
15 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful,  
16 oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these  
17 Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

18  
19 **EIGHT CAUSE OF ACTION**

20 **VIOLATION FRAUD**

21 **(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)**

22 179. Plaintiff Cecil Elmore states that he was a dental patient of the Defendants Abbas Eftekhari;  
23 Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1, at address 3909 Sepulveda Blvd., Culver City,  
24 California, 90230. These Defendants owed to Plaintiff Cecil Elmore a duty to exercise and care in their service,  
25 diagnosis and/or treatment of Plaintiff Cecil Elmore dental needs. Said Defendants Abbas Eftekhari; Eftekhari  
26 D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1 each failed to exercise ordinary care for their services  
27 and/or professions to Plaintiff Cecil Elmore.

28 180. The Defendants in paragraph 179 negligently failed to exercise the degree of knowledge of



1 proper skill and their services. Each of them so negligently and unskillfully performed, failed to perform and/or  
2 assisted during the care and treatment of Plaintiff Cecil Elmore. These Defendants failed to properly treat and  
3 provide reasonable dental services to Plaintiff Cecil Elmore. Which they failed to adhere to the standard and  
4 applicable dental community.

5 181. On this date of August 2, 2019, the Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas  
6 Eftekhari D.D.S.; Navid Kabiri ordered Defendant DOE 1 an unlicensed (by the Dental Board of California and  
7 Dental Hygiene Board of California) female perform a dental procedure on the Plaintiff Cecil Elmore. All persons  
8 who perform dental procedures on patients in the State of California, are required to be licensed by the Dental  
9 Board of California and/or Dental Hygiene Board of California. With this being said, DOE 1, unlicensed dental  
10 employee is not legally permitted to perform any dental and/or medical care on Plaintiff Cecil Elmore in the  
11 State of California. By the Defendants intentionally not notifying, purposely concealing and deceit towards  
12 Plaintiff Cecil Elmore of the Defendants unlicensed dental employee, Defendant DOE 1, to perform dental  
13 procedures on Plaintiff Cecil Elmore. As these Defendants committed fraud against Medi-Cal and Plaintiff Cecil  
14 Elmore.

15 182. The Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE  
16 1, unlawfully conspired and maliciously, intentionally, negligently to intentionally violated HIPPA Privacy Rule  
17 and the HIPPA Security Rule to Plaintiff Cecil Elmore. As Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.;  
18 Abbas Eftekhari D.D.S., and Navid Kabiri encouraged and enforced DOE 1 to unlawfully obtain Plaintiff Cecil  
19 Elmore dental records. These Defendants and each of them collectively, intentionally, and maliciously conspired  
20 in concert to cause intentionally harm to Plaintiff Cecil Elmore as these Defendants had an unlicensed Dental  
21 Board of California and/or Dental Hygiene Board of California employee DOE 1 fraudulently impersonating an  
22 employee who is licensed through the Dental Board of California and/or Dental Hygiene Board of California  
23 employee. These Defendants and each of them intentionally, negligently and maliciously, violated the Health  
24 Insurance Portability and Accountability Act of 1996 (HIPPA): Title II against Plaintiff Cecil Elmore.

25 183. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
26 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
27 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1,  
28 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful,

1 oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these  
2 Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

3  
4 **NINETH CAUSE OF ACTION**

5 VIOLATION CONFIDENTIALITY OF MEDICAL INFORMATION ACT (CMIA)

6 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

7 184. Plaintiff incorporates by reference the allegations of paragraphs 179 through 183 above, as if  
8 each such allegation was set forth herein.

9 185. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
10 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
11 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1  
12 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful,  
13 oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these  
14 Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

15  
16 **TENTH CAUSE OF ACTION**

17 VIOLATION LIABILITY FOR BREACH OF FIDUCIARY DUTY (29 U.S. CODE § 1109)

18 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

19 186. Plaintiff incorporates by reference the allegations of paragraphs 179 through 183 above, as if  
20 each such allegation was set forth herein.

21 187. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
22 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
23 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1  
24 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful,  
25 oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these  
26 Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

27  
28 **ELEVENTH CAUSE OF ACTION**



VIOLATION HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): TITLE II  
(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

188. Plaintiff incorporates by reference the allegations of paragraphs 179 through 183 above, as if each such allegation was set forth herein.

189. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

**TWELVTH CAUSE OF ACTION**

**VIOLATION INTENTIONAL MISREPRESENTATION**

(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

190. Plaintiff incorporates by reference the allegations of paragraphs 179 through 183 above, as if each such allegation was set forth herein.

191. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

**THIRTEENTH CAUSE OF ACTION**

**VIOLATION CALIFORNIA BUSINESS AND PROFESSIONS CODE § 4301**

(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

192. Plaintiff incorporates by reference the allegations of paragraphs 179 through 183 above, as if each such allegation was set forth herein.

1        193.        As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
2 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
3 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1  
4 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful,  
5 oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these  
6 Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

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9                                    **FOURTEENTH CAUSE OF ACTION**

10                                    VIOLATION CALIFORNIA CIVIL CODE § 1710 —

11                                    NEGLIGENT MISREPRESENTATION

12        (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

13        194.        Plaintiff incorporates by reference the allegations of paragraphs 179 through 183 above, as if  
14 each such allegation was set forth herein.

15        195.        As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
16 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
17 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1  
18 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful,  
19 oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these  
20 Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

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22                                    **FIFTEENTH CAUSE OF ACTION**

23                                    VIOLATION NEGLIGENT HIRING

24        (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

25        196.        Plaintiff incorporates by reference the allegations of paragraphs 179 through 183 above, as if  
26 each such allegation was set forth herein.

27        197.        As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
28



1 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
2 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1  
3 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful,  
4 oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these  
5 Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

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10 **SIXTEENTH CAUSE OF ACTION**

11 **VIOLATION CAL. CIV. CODE § 56.36**

12 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

13 198. Plaintiff incorporates by reference the allegations of paragraphs 179 through 183 above, as if  
14 each such allegation was set forth herein.

15 199. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
16 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
17 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1  
18 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful,  
19 oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these  
20 Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

21  
22 **SEVENTH CAUSE OF ACTION**

23 **VIOLATION FRAUD**

24 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

25 200. Plaintiff Cecil Elmore states that he was a dental patient of the Defendants Abbas Eftekhari;  
26 Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1 at address 3909 Sepulveda Blvd., Culver City,  
27 California, 90230. These Defendants owed to Plaintiff Cecil Elmore a duty to exercise and care in their service,  
28

1 diagnosis and/or treatment of Plaintiff Cecil Elmore dental needs. Said Defendants each failed to exercise  
2 ordinary care for their services and/or professions to Plaintiff Cecil Elmore.

3 201. The Defendants in paragraph 200 negligently failed to exercise the degree of knowledge of  
4 proper skill and their services. Each of them so negligently and unskillfully performed, failed to perform and/or  
5 assisted during the care and treatment of Plaintiff Cecil Elmore. These Defendants failed to properly treat and  
6 provide reasonable dental services to Plaintiff Cecil Elmore. Which they failed to adhere to the standard and  
7 applicable dental community.

8 202. On this date of November 8, 2019, the Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas  
9 Eftekhari D.D.S.; Navid Kabiri ordered Defendant DOE 1 an unlicensed (by the Dental Board of California and  
10 Dental Hygiene Board of California) female perform a dental procedure on the Plaintiff Cecil Elmore. All persons  
11 who perform dental procedures on patients in the State of California, are required to be licensed by the Dental  
12 Board of California and/or Dental Hygiene Board of California. With this being said, DOE 1, unlicensed dental  
13 female employee is not legally permitted to perform any dental and/or medical care on Plaintiff Cecil Elmore in  
14 the State of California. By the Defendants intentionally not notifying, purposely concealing and deceit towards  
15 Plaintiff Cecil Elmore of the Defendants unlicensed dental employee, Defendant DOE 1, performing dental  
16 procedures on Plaintiff Cecil Elmore. As these Defendants committed fraud against Medi-Cal and Plaintiff Cecil  
17 Elmore.

18 203. The Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE  
19 1, unlawfully conspired and maliciously, intentionally, negligently to intentionally violated HIPPA Privacy Rule  
20 and the HIPPA Security Rule to Plaintiff Cecil Elmore. As Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.;  
21 Abbas Eftekhari D.D.S., and Navid Kabiri encouraged and enforced DOE 1 to unlawfully obtain Plaintiff Cecil  
22 Elmore dental records. These Defendants and each of them collectively, intentionally, and maliciously conspired  
23 in concert to cause intentionally harm to Plaintiff Cecil Elmore as these Defendants had an unlicensed Dental  
24 Board of California and/or Dental Hygiene Board of California employee DOE 1 fraudulently impersonating an  
25 employee who is licensed through the Dental Board of California and/or Dental Hygiene Board of California  
26 employee. These Defendants and each of them intentionally, negligently and maliciously, violated the Health  
27 Insurance Portability and Accountability Act of 1996 (HIPPA): Title II against Plaintiff Cecil Elmore.



204. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1, malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

### EIGHTEENTH CAUSE OF ACTION

## **VIOLATION CONFIDENTIALITY OF MEDICAL INFORMATION ACT (CMIA)**

(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

205. Plaintiff incorporates by reference the allegations of paragraphs 200 through 204 above, as if each such allegation was set forth herein.

206. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

### NINETEENTH CAUSE OF ACTION

**VIOLATION LIABILITY FOR BREACH OF FIDUCIARY DUTY (29 U.S. CODE § 1109)**

(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

207. Plaintiff incorporates by reference the allegations of paragraphs 200 through 204 above, as if each such allegation was set forth herein.

208. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful,

oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

**TWENTIETH CAUSE OF ACTION**

VIOLATION HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): TITLE II

(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

209. Plaintiff incorporates by reference the allegations of paragraphs 200 through 204 above, as if each such allegation was set forth herein.

210. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

**TWENTY-FIRST CAUSE OF ACTION**

VIOLATION INTENTIONAL MISREPRESENTATION

(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

211. Plaintiff incorporates by reference the allegations of paragraphs 200 through 204 above, as if each such allegation was set forth herein.

212. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

**TWENTY-SECOND CAUSE OF ACTION**



VIOlation CALIFORNIA BUSINESS AND PROFESSIONS CODE § 4301

(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

213. Plaintiff incorporates by reference the allegations of paragraphs 200 through 204 above, as if each such allegation was set forth herein.

214. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

**TWENTY-THRID CAUSE OF ACTION**

VIOlation CALIFORNIA CIVIL CODE § 1710 —

**NEGLIGENT MISREPRESENTATION**

(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

215. Plaintiff incorporates by reference the allegations of paragraphs 200 through 204 above, as if each such allegation was set forth herein.

216. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

**TWENTY-FOURTH CAUSE OF ACTION**

**VIOLATION NEGLIGENT HIRING**

(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)

217. Plaintiff incorporates by reference the allegations of paragraphs 200 through 204 above, as if

each such allegation was set forth herein.

218. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

**TWENTY-FIFTH CAUSE OF ACTION**

**VIOLATION CAL. CIV. CODE § 56.36**

**(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)**

219. Plaintiff incorporates by reference the allegations of paragraphs 200 through 204 above, as if each such allegation was set forth herein.

220. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

**TWENTY-SIXTH CAUSE OF ACTION**

**VIOLATION FRAUD**

**(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY TORRES)**

221. Plaintiff Cecil Elmore states that he was a dental patient of the Defendants Abbas Eftekhari;



1 Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony Torres at address 3909 Sepulveda Blvd.,  
2 Culver City, California, 90230. These Defendants owed to Plaintiff Cecil Elmore a duty to exercise and care in  
3 their service, diagnosis and/or treatment of Plaintiff Cecil Elmore dental needs. Said Defendants each failed to  
4 exercise ordinary care for their services and/or professions to Plaintiff Cecil Elmore.

5 222. The Defendants in paragraph 221 negligently failed to exercise the degree of knowledge of  
6 proper skill and their services. Each of them so negligently and unskillfully performed, failed to perform and/or  
7 assisted during the care and treatment of Plaintiff Cecil Elmore. These Defendants failed to properly treat and  
8 provide reasonable dental services to Plaintiff Cecil Elmore. Which they failed to adhere to the standard and  
9 applicable dental community.

10 223. On this date of January 24, 2020, the Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas  
11 Eftekhari D.D.S.; Navid Kabiri ordered and had an unlicensed (by the Dental Board of California and Dental  
12 Hygiene Board of California) Defendant Anthony Torres perform a dental procedure on the Plaintiff Cecil  
13 Elmore. All persons who perform dental procedures on patients in the State of California, are required to be  
14 licensed by the Dental Board of California and/or Dental Hygiene Board of California. With this being said, the  
15 Defendants unlicensed dental employee, Defendant Anthony Torres, is not legally permitted to perform any  
16 dental and/or medical care on Plaintiff Cecil Elmore in the State of California. By the Defendants intentionally  
17 not notifying, purposely concealing and deceit towards Plaintiff Cecil Elmore of the Defendants employee  
18 unlicensed Defendant Anthony Torres performing dental procedures on Plaintiff Cecil Elmore. As these  
19 Defendants committed fraud against Medi-Cal and Plaintiff Cecil Elmore.

20 224. The Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri;  
21 Anthony Torres, unlawfully conspired and maliciously, intentionally, negligently to intentionally violated HIPPA  
22 Privacy Rule and the HIPPA Security Rule to Plaintiff Cecil Elmore. As Defendants Abbas Eftekhari; Eftekhari  
23 D.D.S., INC.; Abbas Eftekhari D.D.S., and Navid Kabiri encouraged and enforced Defendant Anthony Torres to  
24 unlawfully obtain Plaintiff Cecil Elmore dental records. These Defendants and each of them collectively,  
25 intentionally, and maliciously conspired in concert to cause intentionally harm to Plaintiff Cecil Elmore as these  
26 Defendants had an unlicensed Dental Board of California and/or Dental Hygiene Board of California employee  
27 Defendant Anthony Torres fraudulently impersonating an employee who is licensed through the Dental Board of  
28 California and/or Dental Hygiene Board of California employee. These Defendants and each of them

1 intentionally, negligently and maliciously, violated the Health Insurance Portability and Accountability Act of  
2 1996 (HIPPA): Title II against Plaintiff Cecil Elmore.

3 225. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
4 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
5 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony  
6 Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were  
7 willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of  
8 these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

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11 **TWENTY-SEVENTH CAUSE OF ACTION**

12 VIOLATION CONFIDENTIALITY OF MEDICAL INFORMATION ACT (CMIA)  
13 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY  
14 TORRES)

15 226. Plaintiff incorporates by reference the allegations of paragraphs 221 through 225 above, as if  
16 each such allegation was set forth herein.

17 227. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
18 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
19 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony  
20 Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were  
21 willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of  
22 these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

23  
24 **TWENTY-EIGHT CAUSE OF ACTION**

25 VIOLATION LIABILITY FOR BREACH OF FIDUCIARY DUTY (29 U.S. CODE § 1109)  
26 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY  
27 TORRES)

28 228. Plaintiff incorporates by reference the allegations of paragraphs 221 through 225 above, as if



1 each such allegation was set forth herein.

2 229. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
3 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
4 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony  
5 Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were  
6 willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of  
7 these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

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11 **TWENTY-NINETH CAUSE OF ACTION**

12 VIOLATION HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): TITLE II  
13 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY  
14 TORRES)

15 230. Plaintiff incorporates by reference the allegations of paragraphs 221 through 225 above, as if  
16 each such allegation was set forth herein.

17 231. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
18 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
19 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony  
20 Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were  
21 willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of  
22 these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

23  
24 **THIRTIETH CAUSE OF ACTION**

25 VIOLATION INTENTIONAL MISREPRESENTATION  
26 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY  
27 TORRES)

28 232. Plaintiff incorporates by reference the allegations of paragraphs 221 through 225 above, as if

1 each such allegation was set forth herein.

2 233. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
3 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
4 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony  
5 Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were  
6 willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of  
7 these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

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11 **THIRTY-FIRST CAUSE OF ACTION**

12 VIOLATION CALIFORNIA BUSINESS AND PROFESSIONS CODE § 4301

13 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY  
14 TORRES)

15 234. Plaintiff incorporates by reference the allegations of paragraphs 221 through 225 above, as if  
16 each such allegation was set forth herein.

17 235. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
18 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
19 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony  
20 Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were  
21 willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of  
22 these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

23  
24 **THIRTY-SECOND CAUSE OF ACTION**

25 VIOLATION CALIFORNIA CIVIL CODE § 1710 —

26 NEGLIGENT MISREPRESENTATION

27 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY  
28 TORRES)



236. Plaintiff incorporates by reference the allegations of paragraphs 221 through 225 above, as if each such allegation was set forth herein.

237. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

**THIRTY-THIRD CAUSE OF ACTION**

**VIOLATION NEGLIGENT HIRING**

(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY TORRES)

238. Plaintiff incorporates by reference the allegations of paragraphs 221 through 225 above, as if each such allegation was set forth herein.

239. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

**THIRTY-FOURTH CAUSE OF ACTION**

**VIOLATION CAL. CIV. CODE § 56.36**

(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY TORRES)

240. Plaintiff incorporates by reference the allegations of paragraphs 221 through 225 above, as if

1 each such allegation was set forth herein.

2       241. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
3 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
4 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony  
5 Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were  
6 willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of  
7 these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

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11 **THIRTY-FIFTH CAUSE OF ACTION**

12 **VIOLATION FRAUD**

13 **(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY**  
14 **TORRES)**

15       242. Plaintiff Cecil Elmore states that he was a dental patient of the Defendants Abbas Eftekhari;  
16 Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony Torres at address 3909 Sepulveda Blvd.,  
17 Culver City, California, 90230. These Defendants owed to Plaintiff Cecil Elmore a duty to exercise and care in  
18 their service, diagnosis and/or treatment of Plaintiff Cecil Elmore dental needs. Said Defendants each failed to  
19 exercise ordinary care for their services and/or professions to Plaintiff Cecil Elmore.

20       243. The Defendants in paragraph 242 negligently failed to exercise the degree of knowledge of  
21 proper skill and their services. Each of them so negligently and unskillfully performed, failed to perform and/or  
22 assisted during the care and treatment of Plaintiff Cecil Elmore. These Defendants failed to properly treat and  
23 provide reasonable dental services to Plaintiff Cecil Elmore. Which they failed to adhere to the standard and  
24 applicable dental community.

25       244. On this date of June 23, 2020, the Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas  
26 Eftekhari D.D.S.; Navid Kabiri ordered and had an unlicensed (by the Dental Board of California and Dental  
27 Hygiene Board of California) Defendant Anthony Torres perform a dental procedure on the Plaintiff Cecil  
28 Elmore. All persons who perform dental procedures on patients in the State of California, are required to be



1 licensed by the Dental Board of California and/or Dental Hygiene Board of California. With this being said, the  
2 Defendants unlicensed dental employee, Defendant Anthony Torres, is not legally permitted to perform any  
3 dental and/or medical care on Plaintiff Cecil Elmore in the State of California. By the Defendants intentionally  
4 not notifying, purposely concealing and deceit towards Plaintiff Cecil Elmore of the Defendants employee  
5 unlicensed Defendant Anthony Torres performing dental procedures on Plaintiff Cecil Elmore. As these  
6 Defendants committed fraud against Medi-Cal and Plaintiff Cecil Elmore.

7 245. The Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri;  
8 Anthony Torres, unlawfully conspired and maliciously, intentionally, negligently to intentionally violated HIPPA  
9 Privacy Rule and the HIPPA Security Rule to Plaintiff Cecil Elmore. As Defendants Abbas Eftekhari; Eftekhari  
10 D.D.S., INC.; Abbas Eftekhari D.D.S., and Navid Kabiri encouraged and enforced Defendant Anthony Torres to  
11 unlawfully obtain Plaintiff Cecil Elmore dental records. These Defendants and each of them collectively,  
12 intentionally, and maliciously conspired in concert to cause intentionally harm to Plaintiff Cecil Elmore as these  
13 Defendants had an unlicensed Dental Board of California and/or Dental Hygiene Board of California employee  
14 Defendant Anthony Torres fraudulently impersonating an employee who is licensed through the Dental Board of  
15 California and/or Dental Hygiene Board of California employee. These Defendants and each of them  
16 intentionally, negligently and maliciously, violated the Health Insurance Portability and Accountability Act of  
17 1996 (HIPPA): Title II against Plaintiff Cecil Elmore.

18 246. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
19 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
20 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; and Navid Kabiri;  
21 Anthony Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of  
22 them, were willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against  
23 each of these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

24  
25 **THIRTY-SIXTH CAUSE OF ACTION**

26 **VIOLATION CONFIDENTIALITY OF MEDICAL INFORMATION ACT (CMIA)**

27 **(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY**  
28 **TORRES)**

1       247.       Plaintiff incorporates by reference the allegations of paragraphs 242 through 246 above, as if  
2 each such allegation was set forth herein.

3       248.       As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
4 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
5 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony  
6 Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were  
7 willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of  
8 these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

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11                   **THIRTY-SEVENTH CAUSE OF ACTION**

12               VIOLATION LIABILITY FOR BREACH OF FIDUCIARY DUTY (29 U.S. CODE § 1109)  
13 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY  
14 TORRES)

15       249.       Plaintiff incorporates by reference the allegations of paragraphs 242 through 246 above, as if  
16 each such allegation was set forth herein.

17       250.       As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
18 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
19 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony  
20 Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were  
21 willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of  
22 these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

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24                   **THIRTY-EIGHTH CAUSE OF ACTION**

25               VIOLATION HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): TITLE II  
26 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY  
27 TORRES)

28       251.       Plaintiff incorporates by reference the allegations of paragraphs 242 through 246 above, as if



1 each such allegation was set forth herein.

2 252. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
3 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
4 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony  
5 Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were  
6 willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of  
7 these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

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11 **THIRTY-NINETH CAUSE OF ACTION**

12 **VIOLATION INTENTIONAL MISREPRESENTATION**

13 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY  
14 TORRES)

15 253. Plaintiff incorporates by reference the allegations of paragraphs 242 through 246 above, as if  
16 each such allegation was set forth herein.

17 254. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
18 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
19 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony  
20 Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were  
21 willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of  
22 these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

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24 **FOURTIETH CAUSE OF ACTION**

25 **VIOLATION CALIFORNIA BUSINESS AND PROFESSIONS CODE § 4301**

26 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY  
27 TORRES)

28 255. Plaintiff incorporates by reference the allegations of paragraphs 242 through 246 above, as if

1 each such allegation was set forth herein.

2 256. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
3 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
4 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony  
5 Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were  
6 willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of  
7 these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

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11 **FOURTY-FIRST CAUSE OF ACTION**

12 VIOLATION CALIFORNIA CIVIL CODE § 1710 —

13 NEGLIGENT MISREPRESENTATION

14 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY  
15 TORRES)

16 257. Plaintiff incorporates by reference the allegations of paragraphs 242 through 246 above, as if  
17 each such allegation was set forth herein.

18 258. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
19 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
20 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; Anthony  
21 Torres malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were  
22 willful, oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of  
23 these Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

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25 **FOURTY-SECOND CAUSE OF ACTION**

26 VIOLATION NEGLIGENT HIRING

27 (AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; ANTHONY  
28 TORRES)





1 Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri at address 3909 Sepulveda Blvd., Culver City,  
2 California, 90230. These Defendants owed to Plaintiff Cecil Elmore a duty to exercise and care in their service,  
3 diagnosis and/or treatment of Plaintiff Cecil Elmore dental needs. Said Defendants each failed to exercise  
4 ordinary care for their services and/or professions to Plaintiff Cecil Elmore.

5 264. The Defendants in paragraph 263 negligently failed to exercise the degree of knowledge of  
6 proper skill and their services. Each of them so negligently and unskillfully performed, failed to perform and/or  
7 assisted during the care and treatment of Plaintiff Cecil Elmore. These Defendants failed to properly treat and  
8 provide reasonable dental services to Plaintiff Cecil Elmore. Which they failed to adhere to the standard and  
9 applicable dental community.

10 265. On this date of October 2, 2020, the Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas  
11 Eftekhari D.D.S.; Navid Kabiri ordered and had an unlicensed Defendant DOE 1 (by the Dental Board of California  
12 and Dental Hygiene Board of California) employee perform a dental procedure on the Plaintiff Cecil Elmore. All  
13 persons who perform dental procedures on patients in the State of California, are required to be licensed by the  
14 Dental Board of California and/or Dental Hygiene Board of California. With this being said, the Defendants  
15 unlicensed dental employee, Defendant DOE 1, is not legally permitted to perform any dental and/or medical  
16 care on Plaintiff Cecil Elmore in the State of California. By the Defendants intentionally not notifying, purposely  
17 concealing and deceit towards Plaintiff Cecil Elmore of the Defendants unlicensed dental female employee  
18 performing dental procedures on Plaintiff Cecil Elmore. As these Defendants committed fraud against Medi-Cal  
19 and Plaintiff Cecil Elmore.

20 266. The Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE  
21 1, unlawfully conspired and maliciously, intentionally, negligently to intentionally violated HIPPA Privacy Rule  
22 and the HIPPA Security Rule to Plaintiff Cecil Elmore. As Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.;  
23 Abbas Eftekhari D.D.S., and Navid Kabiri encouraged and enforced Defendant DOE 1 to unlawfully obtain  
24 Plaintiff Cecil Elmore dental records. These Defendants and each of them collectively, intentionally, and  
25 maliciously conspired in concert to cause intentionally harm to Plaintiff Cecil Elmore as these Defendants had an  
26 unlicensed Dental Board of California and/or Dental Hygiene Board of California employee Defendant DOE 1  
27 fraudulently impersonating an employee who is licensed through the Dental Board of California and/or Dental  
28 Hygiene Board of California employee. These Defendants and each of them intentionally, negligently and



1 maliciously, violated the Health Insurance Portability and Accountability Act of 1996 (HIPPA): Title II against  
2 Plaintiff Cecil Elmore.

3 267. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
4 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
5 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1  
6 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful,  
7 oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these  
8 Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

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11 **FOURTY-FIFTH CAUSE OF ACTION**

12 **VIOLATION CONFIDENTIALITY OF MEDICAL INFORMATION ACT (CMIA)**

13 **(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)**

14 268. Plaintiff incorporates by reference the allegations of paragraphs 263 through 267 above, as if  
15 each such allegation was set forth herein.

16 269. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and  
17 incurred damages including injury to the inside of Plaintiff Cecil Elmore mouth, pain, suffering and emotional  
18 distress from Defendants Abbas Eftekhari; Eftekhari D.D.S., INC.; Abbas Eftekhari D.D.S.; Navid Kabiri; DOE 1  
19 malicious, harmful and wrongful acts to Plaintiff Cecil Elmore. The wrongful acts, and each of them, were willful,  
20 oppressive, fraudulent and malicious thus warranting the award of punitive damages against each of these  
21 Defendants in an amount adequate to punish the wrongdoers and deter future misconduct.

22  
23 **FOURTY-SIXTH CAUSE OF ACTION**

24 **VIOLATION LIABILITY FOR BREACH OF FIDUCIARY DUTY (29 U.S. CODE § 1109)**

25 **(AGAINST ABBAS EFTEKHARI; EFTEKHARI D.D.S., INC.; ABBAS EFTEKHARI D.D.S.; NAVID KABIRI; DOE 1)**

26 270. Plaintiff incorporates by reference the allegations of paragraphs 263 through 267 above, as if  
27 each such allegation was set forth herein.

28 271. As a direct and proximate result of the aforementioned acts Plaintiff Cecil Elmore sustained and